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Guildhall, Nottingham.
24th February, 1936.

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The Solicitors' Journal

VOL. LXXX. **Saturday, February 29, 1936.** No. 9

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Current Topics.

Enforcement of Foreign Judgments.

THE distinguished French writer PASCAL, in one of the sections of his "Pensées," has some striking remarks on the divergent content and operation of laws arising out of their geographical distribution and the local opinions of different nationalities. "Plaisante justice," he says, "qu'une rivière borne. Vérité au deçà des Pyrénées, erreur au delà." Since PASCAL wrote these words something certainly has been accomplished by international jurists in the direction of bridging the legal gulfs separating even those countries which, geographically, may be within easy reach of each other. Till comparatively recent days, however, these efforts have not achieved any very resonant success, and much yet remains to be done in the direction of the truly reciprocal enforcement of judgments. A marked step in this direction was taken by the Foreign Judgments (Reciprocal Enforcement) Act, 1933, which, it is understood, owed much to the sponsorship of Lord Justice GREER, the main object of which, as stated in its title, is to facilitate the enforcement in the United Kingdom of judgments given in foreign countries which accord reciprocal treatment to judgments given in the United Kingdom, and for facilitating the enforcement in foreign countries of judgments given in the United Kingdom. The facility afforded is by the registration of the foreign judgment and the right to issue execution thereon. Very properly, the Act extends only to the judgments of the superior courts of those countries which are willing to accord reciprocal treatment to the judgments of the superior courts of the United Kingdom. In this connection it is interesting to note that the French Senate has just adopted a Bill, already approved by the Chamber, to confirm a convention for the execution of legal judgments which was signed on behalf of the French and British Governments in January, 1934, the Bill providing for complete reciprocity between the two countries in the execution of judgments. In view of the prevailing political unrest in so many quarters, we can scarcely expect every nation to devote its time and energy to facilitating the mutual enforcement of judgments, but it is eminently satisfactory to realise that our nearest neighbour, with whom our business houses have so many transactions, should have now given effect to the convention facilitating the reciprocal enforcement of the judgments pronounced by their respective judicatures.

The Verdict on Suicides.

IN our issue of the 15th February we gave, in the course of a note on the report of the Departmental Committee appointed to consider the law and practice relating to coroners' inquests, reasons for doubting the wisdom of the suggestion that the verdicts "*felo de se*" and "suicide while of unsound mind" should be abolished in favour of a verdict in all such cases to the effect that the deceased died by his own hand. While adhering to the views thus expressed, we are far from failing to recognise the difficulties of the present position which are well illustrated by the statement recently made by a coroner to the daughter of one who met his death by falling fifty feet from a window. It may be interposed, though it is hardly necessary to make the statement to our readers, that not the smallest criticism is intended to be directed against the coroner's remarks, which are quoted for the sole purpose of pointing to the difficulty already mentioned. According to the report in the *Evening Standard*, the coroner explained that although he returned a verdict of "suicide while temporarily insane," this did not mean that the man was insane. The law did not, he stated, recognise the condition of temporary insanity. Coroners, in giving verdicts, had that in mind. He added "the child of this man need not think later in life that her father committed *felo de se*, that he was insane or that there is a taint of insanity in the family. This poor soul was suffering at the time from a temporarily unbalanced mind."

The Status of Newspaper Reports.

THE circumstances in which the citation in court of newspaper reports of judicial proceedings is justified were stated last Monday in the Court of Appeal during the hearing of a case from the assizes. There was no shorthand note of the judgment but counsel said that he had a newspaper report which he proposed to put before the court. ROCHE, L.J., said (we quote from *The Times*) that when no better material was available, but there was a newspaper report of a case, the proper course was for counsel to submit it to the counsel for the other side, and if they both agreed as to the accuracy of the report it might be put in as the best available evidence of what had occurred in the court below. The incident affords yet a further illustration of the desirability of having shorthand writers appointed to record proceedings at least in the superior courts.

Sunday Trading.

THE Shops (Sunday Trading Restriction) Bill was read a second time in the House of Commons last Friday week, on the undertaking being given, however, that the proviso to cl. 2 giving local authorities power to withdraw exemptions from trades or businesses included in the First Schedule should be deleted in committee. Mr. LOFTUS, who moved the second reading, stated that there was an enormous increase in the opening of all kinds of shops on Sunday, and gave figures illustrative of the extent of the practice. The Bill, he urged, was not of the type to impose D.O.R.A. restrictions or unnecessarily to interfere with the liberties and habits of the people. It was a measure necessary to secure liberties to hundreds of thousands of people. The Bill was promoted by the Early Closing Association, with 300 affiliated associations, and had the support of the National Federation of Grocers, representing 40,000 individual tradesmen, the National Chamber of Trade, the Drapers' Chamber of Trade, the National Federation of the Boot Trade, and, so far as employees were concerned, the National Union of Shop Assistants and the National Union of Distributive Workers. Colonel GOODMAN, in seconding, stated that tradesmen found themselves compelled to open on Sundays or lose their week-day customers. So far the multiple stores had not entered Sunday trading, but if Parliament took no action they might find themselves impelled to. The attitude of the Government was indicated by Mr. G. LLOYD, Under-Secretary to the Home Office, who intimated that, while the Government were in general sympathy with the principle underlying the Bill, they recognised that it dealt with a difficult subject, on which there were large differences of opinion in regard to details. They would, he continued, all like to see shopkeepers and their staffs as far as possible in a position to observe Sunday in a normal way. On the other hand, there were certain reasonable needs of the public which required to be met even on a Sunday. But the fewest possible number of people should have to give up their Sunday in order to meet those needs. Reference was made to the scope and nature of the exemptions as constituting the crux of any measure of this kind. Whether the exemptions in the Bill were too narrow or too wide from the Home Office point of view, Mr. LLOYD was not prepared to say, but the provisions dealing with this subject would, it was intimated, require the closest scrutiny in committee. If it was the wish of the House that the Bill should receive a second reading the Home Office would do its best to make it a working measure.

Road Improvements.

IT will be generally conceded that the problem of road safety, to which frequent allusion has been made in this column, is to a large extent bound with the improvement of the roads themselves, not only in the direction of making them more suitable for fast traffic in the light of the capabilities of the modern internal combustion engine by increased width, the provision of better surfaces and the elimination of dangerous corners, junctions, etc., but also in making proper provision for pedestrians and cyclists. It is, therefore, satisfactory to learn that the invitation to highway authorities throughout Great Britain to submit plans for the Government's five-year road plan has met with a most encouraging response. This was indicated by the Minister of Transport recently when opening a new Cornish road-bridge. Programmes already submitted provided, it was said, for upwards of 500 miles of cycle tracks and a considerable mileage of dual carriageways. Nor were footpaths being neglected, for the pedestrian, who suffered more than any other section of the community from road casualties, was entitled to this elementary measure of protection. Referring to the five-year plan, Mr. HORE-BELISHA stated that for the first year's instalment already works to the value of nearly £30,000,000 had been approved for grant, which was three and a half times greater than the figure for the corresponding period of last year and represented by far the greatest volume of work of such a character ever approved for grant in a similar period. These works, he explained, were exclusive not only of maintenance and minor improvements but also of schemes of a special character, such as the proposed Severn Bridge and the Dartford-Purfleet Tunnel.

The Pedestrians Association and the Speed Limit.

EARLY in the present month the Pedestrians Association issued an interesting pamphlet (price 3d.) on the de-restriction of roads in built-up areas. The tenor of the publication is well illustrated by its sub-title, "How Whitehall deprives Local Authorities of the Protection of the Speed Limit," but this frank indication of a point of view in no way affects the objective validity of the arguments adduced, while the *ex parte* nature of the pamphlet must be considered in light of the fact that most pedestrians are, of necessity, motorists of some kind. The law on the subject and the relative powers of the Minister of Transport and the local authorities in regard to the de-restriction of roads which owing to their standard of lighting would be subject to the speed limit of 30 miles an hour as provided in the Road Traffic Act, 1934, has already been dealt with in this column (80 SOL. J. 42), and will only be referred to here in so far as may be necessary to make the arguments clear. Roads which have been the subject of inquiries following a representation to the Minister that a proposed de-restriction order ought not to be made conform, it is stated, in nearly all instances to one of the following classifications: (*a*) roads literally built-up, but which are main traffic arteries, and which the Minister wishes to maintain as corridors for fast moving traffic; (*b*) residential roads entirely or partially built-up, the frontages of which are frequently occupied by private and public institutions of various kinds, but which sometimes have a special traffic value, if they link up one radial road with another—they frequently run through, or near, new housing estates—and (*c*) roads only sparsely built-up and passing towards open country, which give access to playing fields and are largely used by cyclists and pedestrians for recreation in the summer. Most of the roads have, it is stated, bad accident records, particularly in suburban areas, where the width and surface have made speeds in excess of 30 miles an hour easily attainable and seemingly safe to the thoughtful driver. The Association submits that it was not the intention of Parliament to de-restrict the above types of road. The reason for giving powers of de-restriction to local authorities, and ultimately to the Minister, was to make good the admitted defect in the definition of built-up area determined *primâ facie* with reference to the standard of lighting provided.

Reduction in Accidents.

THE pamphlet refers to the attempts which have been made to explain away the effect of the speed limit upon the reduction in the number of road accidents since it was in force by attributing the same to the general safety propaganda carried on by the Ministry. This, it is urged, is confuted by the Minister himself who, in a broadcast of 3rd October last, contrasted the reduction in fatalities in towns with that in country areas, stating that during the twenty-eight weeks the speed limit had been in operation the number of persons killed in towns where, generally speaking, it was in force, had fallen by 22 per cent., which was more than twice as much as the percentage in country areas, where it was not generally in force. The traffic advantage of de-restricting roads of the nature referred to is questioned. Public coaches and commercial vehicles are, it is pointed out, already subject to a limit of 30 miles an hour, while the saving of time to a private motorist or motor-cyclist travelling at 40 or even 50 miles an hour is, in nearly all the cases inquired into, only

a matter of seconds. "Can it," the pamphlet concludes, "be seriously maintained that the convenience of a small minority of motorists and the saving of a few seconds of their time are of more importance than the saving of human life and limb, and the comfort and convenience of the great majority of road users?" In the matter of procedure open to a local authority remaining unconvinced of the desirability of a de-restriction order after a local inquiry by one of the Minister's inspectors, the interesting suggestion is made that the right course of such authority is to reiterate its view within the specified time and so oblige the Minister to hold a second inquiry.

A Loose Traffic Stud.

In view of the widely adopted practice of fixing to the high way series of studs to serve as cautionary indicators of varying significance to road users, the recent decision of the Redhill County Court, where a cyclist recovered damages against an urban district council for personal injuries sustained as a result of a traffic stud becoming dislodged, is of considerable interest. Deputy Judge Tudor Rees expressed himself as satisfied on the evidence that the stud had been loose and in a dangerous condition for at least three weeks prior to the accident. That knowledge ought to have come to the defendants if they and their servants had exercised ordinary care and diligence. He intimated, in the course of a judgment reported in *The Times* of 19th February, that if the traffic stud formed part of the highway there would be no more obligation upon the authority to repair that part of it than any other. Whatever authority the defendants might have had under the Highway Act, 1835, or the Roads Improvement Act, 1925, or any other statute to place signs on their highways, the authority for the placing of the stud in question was derived from the Road Traffic Act. That Act had nothing to do with highways *qua* highways; it dealt with traffic upon highways. It contemplated the placing of signs upon the highway as something extraneous to and completely independent of the making and repair of the highway. Considerations affecting the repair or non-repair of the highway were, therefore, irrelevant. The stud, it was held, was an artificial work distinct from the highway as such, and the duty was cast upon the defendants of keeping the artificial work which they had created in such a state as to prevent its causing a danger to passengers on the highway which, but for such artificial construction, would not have existed, or at least of protecting the public against the danger when it arose. Notice of appeal was given.

Unemployment Regulations.

Section 104 of the Unemployment Insurance Act, 1935, empowers the Minister to "make regulations for any of the purposes for which regulations may be made under this Act, and for prescribing anything which, under this Act, is to be prescribed, and generally for carrying this Act into effect" (*ibid.*, sub-s. (1)). The Unemployment Insurance Statutory Committee has had draft regulations recently submitted to it by the Minister under this section dealing with contributions, employment outside the United Kingdom, Mercantile Marine exclusion, employment under public or local authorities and temporary police employment (exclusion), benefit, special arrangements, courts of referees, determination of questions, payment of travelling expenses, and education authorities administrative and choice of employment expenses. The main purpose of the regulations is to consolidate existing provisions made under enactments superseded by the Act of 1935. Copies may be obtained on application to the Secretary to the Committee, Montagu House, Whitehall, S.W.1. Objections must, it is announced, be sent to the Secretary on or before 6th March next, stating the portions of the draft to which exception is taken, the grounds of objection, and the omissions, additions or modifications in regard to the draft desired.

Recent Decisions.

In *Bishop* v. *Deakin* (p. 165 of this issue), Clauson, J., held that the period of limitation in the proviso to s. 84 (1) of the Local Government Act, 1933, which prevents proceedings being taken under the section against a member of a local authority or the mayor of a borough on the ground of his being disqualified after the expiration of six months from the date on which he so acted, runs from the earliest date after election on which he so acted and in consequence, that the enactment applied so as to protect a defendant who had acted within a period of six months before proceedings were instituted but had first acted at a time prior to the commencement of that period.

In *Croxford and Others* v. *Universal Insurance Co. Ltd.* (p. 164 of this issue), the Court of Appeal reversed a decision of Horridge, J. [1935] 2 K.B. 164, who held that a judgment of £3,000 and costs obtained by the plaintiffs (the widow and children of one who had met his death as the result of the negligent driving and management of a lorry) under the Fatal Accidents Act, 1846, after the coming into operation of s. 10 of the Road Traffic Act, 1934, was a liability in respect of which a certificate of insurance had been granted by the defendants, notwithstanding the cancellation of the certificate and delivery up of the same on the ground of alleged misstatement or concealment of material facts prior to the coming into operation of the aforesaid section. This section which imposes on insurers a duty to satisfy judgments obtained against persons insured in respect of third-party risks was brought into operation by the Minister of Transport under his statutory powers on 1st January, 1935. The Court of Appeal held that the insurance company was not liable.

An order of the Minister of Transport made in purported exercise of his discretion under s. 81 of the Road Traffic Act, 1930, and directing the Commissioners of a traffic area to amend a condition attached by them when granting backings to road service licences in respect of services of express carriages was the subject-matter of the application in *Rex* v. *Minister of Transport: Ex parte Valliant Direct Coaches Ltd.*; *Rex* v. *South-Eastern Traffic Area Commissioners: Ex parte Same* (*The Times*, 22nd February). A condition allowing the applicants to issue single tickets by post from their head office in Ealing for journeys from certain coast towns to the suburbs of London was struck out by the said order and the court granted a rule *nisi* for *certiorari* directed to the Minister calling upon him to show cause why the order should not be quashed, and also consequential rules *nisi* for *certiorari* and *mandamus* directed to the Commissioners who had considered themselves bound by the Minister's order.

In *Re Liddell's Settlement Trusts: Liddell* v. *Liddell* (p. 165 of this issue), the Court of Appeal upheld an order directing the appellant, who was at that time in America (and who had remained there ever since), to bring her four children into the jurisdiction of the court and also a further order refusing to discharge the former order and a writ of sequestration affecting her property in this country. Slesser, L.J., observed that it must be borne in mind, when considering whether the order was binding, that the appellant was a British subject, married to a British subject, and domiciled within the jurisdiction of the English courts.

In *Admiralty Commissioners* v. *Owners of M.-V. Valverda* (*The Times*, 20th February), Branson, J., upheld an award of an arbitrator in favour of the Admiralty for salvage services rendered by naval vessels to a vessel in distress. The shipowners were, it was held, bound by agreement to pay the sums claimed, notwithstanding the provisions of s. 557 of the Merchant Shipping Act, 1894, while the argument that the agreement was one which could not be made, as being against public policy, was negatived. Reference was made to a statement by Bankes, L.J., in *The Sarpen* [1916] P., at pp. 319, 320, as setting the position with regard to claims for salvage remuneration by the Admiralty.

Classes of Damages for Breach of Copyright.

To the publisher, writer or artist who places some value on "the sole right to produce or reproduce" his work as distinct from his property right in infringing copies under s. 7 of the Copyright Act, 1911, a recent Court of Appeal decision (*Sutherland Publishing Co. Ltd.* v. *Caxton Publishing Co. Ltd.*, 80 SOL. J. 145) renders a service by providing authority on a point which was previously not clearly settled.

The question was whether a plaintiff in an action for infringement of copyright is entitled to choose only one of the remedies for breach of copyright set out in ss. 6 (1) and 7 of the Copyright Act, 1911, respectively, or whether he is entitled to both simultaneously. Under s. 6 (1) "where copyright in any work has been infringed, the owner of the copyright shall, except as otherwise provided by this Act, be entitled to all such remedies by way of injunction or interdict, damages, accounts and otherwise, as are or may be conferred by law for the infringement of a right." Under s. 7 all infringing copies of the work in which copyright subsists are "deemed to be the property of the owner of the copyright," who accordingly may take proceedings for the recovery of the possession thereof or in respect of the conversion thereof.

The plaintiffs sought to recover both damages for infringement of copyright under s. 6, and also damages for conversion under s. 7. Mr. Justice Farwell had held that the remedy under s. 6 for trespass to the plaintiff's copyright was inconsistent with the remedy under s. 7, which his lordship held was based on a dealing with the plaintiff's property by the defendant as the plaintiff's agent, from whom he was entitled to recover the proceeds of the sale.

The Master of the Rolls pointed out that there might in some cases be an overlapping of damages, but there were two different causes of action, and Mr. Justice Farwell was wrong in holding as he did. "The value of a copyright," his lordship said, "may be seriously depreciated by the issue of a cheap and inferior edition which vulgarises the work. On the other hand, the infringer may have reproduced a very few copies, of high intrinsic value, which amount to much more than the damage done to the copyright, which may be almost negligible. Each claim must receive appropriate evaluation, and damages given under s. 6 may in some cases be modified by having regard to damages recoverable under s. 7, which will generally be fixed by the strict rule of awarding the value of the chattels converted. But in some cases there may be no interrelation at all, for instance, where a dramatic or musical work is infringed both by performance and by multiplying copies, or a picture by exhibition and reproduction."

Reference was made by his lordship to *Birn Brothers Ltd.* v. *Keene and Co. Ltd.* [1918] 2 Ch. 281, in which Mr. Justice Peterson recognised the distinction between the two heads of damages. The plaintiffs had designed and published a series of Christmas cards and the defendants had been guilty of a clear infringement. The plaintiffs claimed (1) an injunction, (2) an account of all sales and profits, (3) delivery up of all copies or colourable imitations and damages for the detention and conversion thereof, and (4) damages for the infringement of their copyright. An order for delivery up of the infringing copies and for an inquiry as to damages for breach of copyright was made and damages were found by the Master both under s. 6 and s. 7. On appeal it was argued that the two remedies were alternative, and "Copinger on Copyright," 5th ed., p. 199, was cited, quoting Sir W. M. James, V.-C., in *Pike* v. *Nicholas*, L.R. 5, Ch. App. 251, 260, where he said: "My view of the damages in cases of literary piracy is, that the defendant is to account for every copy of his book sold as if it had been a copy of the plaintiff's and to pay the plaintiff the profit which he could have had recovered for the sale of so many additional copies." Tomlin, K.C., as he then was, argued on behalf of the respondents that the two remedies under ss. 6 and 7 were not alternative but concurrent. Counsel pointed out that the damages for conversion by the defendants of the infringing cards, which were the property of the plaintiffs, did not touch every part of the case, "for the business of the plaintiffs has been damaged by reason of the public having found out that the particular class of goods can now be obtained in another market at a cheaper price, and in respect of that loss the plaintiffs are entitled to recover." Mr. Justice Peterson, in his judgment, clearly recognised the distinction between the two different types of damage under ss. 6 and 7 respectively, and held that an order for an inquiry as to damages for breach of copyright did not authorise an investigation into the damages occasioned by the conversion, as the two remedies were distinct, and an order as to one did not include an order as to the other. It should be added here that "Copinger on Copyright," 6th ed. (1927), now states: "Since the remedy under s. 7 is distinct from that under s. 6, he must claim both remedies, and an inquiry as to damages for infringement of copyright does not authorise the master to assess the damages on the basis of conversion" (quoting *Birn* v. *Keene, supra*).

It is also worth noting that in the article on "Copyright" in "Halsbury's Laws of England" (one of the learned editors of which is also the learned editor of "Copinger on Copyright") at vol. 7, p. 592, note (*s*), it is stated: "The point was left open in *Birn Brothers* v. *Keene and Co., supra*, as to whether both damages for infringement and damages for conversion might have been ordered. It is submitted that where damages for conversion are given, while no damage for infringement could be assessed in respect of the profits made by the sale of the converted article, there is no reason why general damages for injury to trade or work should not be recovered in addition." This submission is closely in accord with the decision of the Master of the Rolls in his recent judgment, that "damages under s. 6 may in some cases be modified by having regard to damages recoverable under s. 7," owing to the fact that there might be an "overlapping" of damages in some cases.

It is interesting to note that in *Birn's Case* the headnote queries whether in assessing damages for conversion under s. 7, the cost which the plaintiff would have incurred in himself producing the infringing copies should be deducted. "I am not at present satisfied," said Mr. Justice Peterson, "that he (the Master) was right in deducting the cost which the plaintiffs would have incurred if they had produced the cards in question, as damages for conversion depend, not on the cost of production, but on the value of the thing which has been converted." This tentative view was recently confirmed by Mr. Justice du Parcq in *John Lane the Bodley Head Ltd.* v. *Associated Newspapers Ltd.* (*The Times*, 15th February, 1936), where he said that it was plain as a matter of history that, although in strictness it did not seem right that the tortfeasor should take credit for expenses to which he had been put in and about converting another person's property, not only juries with the connivance of judges in courts of law, but even judges sitting alone in courts of equity, had found means to temper the wind to the shorn lamb. On the other hand, the tendency in copyright cases seemed to have been to take no account of such expenditure. "I think therefore," continued Mr. Justice du Parcq, "that I ought not to regard the expenditure of producing the newspaper as a relevant fact."

The Master of the Rolls agreed in his recent judgment that when goods were converted the plaintiff, instead of suing in conversion, might waive the tort and sue as for money had and received (*Marsh* v. *Keating*, 1 Bing. N.C. 198, and *Brewer* v. *Sparrow*, 7 B. and C. 310), and that the measure of damages was different in the two cases, the measure in the first case being the value of the goods, while in the second case it was the actual proceeds, which might be more or less than the value. The present action was clearly limited to a claim for a tort, and it was clear that the old fiction on which the action

for conversion was based was that the goods had lawfully come into the defendant's possession, but there was no waiver of the conversion as a tort, but only of the original trespass in taking the goods. That fiction was abolished by s. 49 of the Common Law Procedure Act, 1852, and the copyright law must be considered with reference to the relevant law of conversion as at the date of the Copyright Act, 1911.

It only remains to add that the Master of the Rolls indicated that under s. 6 both damages and an account of profits could not be claimed, as they were in their nature true alternatives. To claim both under that head was to condone the infringement (per Lord Westbury in *Neilson* v. *Betts*, 5 Eng. and Ir. App. 1, at p. 22), but there was no such irreconcilability between a claim under s. 6 and one under s. 7 of the Copyright Act, 1911.

Sutherland Publishing Co. Ltd. v. *Caxton Publishing Co. Ltd.* was followed a week later by Mr. Justice du Parcq in *John Lane the Bodley Head Ltd.* v. *Associated Newspapers Ltd., supra.* The plaintiffs in that case claimed damages for infringement of copyright and conversion of a story by "Saki." The defendants relied on the defence in s. 8 of the Copyright Act, 1911, that at the date of the infringement they were not aware and had no reasonable ground for believing that copyright subsisted in the work. That defence failed, and on the question of damages the learned judge said that since the decision of the Court of Appeal in *Sutherland Publishing Co. Ltd.* v. *Caxton Publishing Co. Ltd.*, the doubt as to the right of a plaintiff to recover damages under s. 7 as well as s. 6 had been resolved in the plaintiff's favour. The damages for conversion were assessed at £50, but as the learned judge doubted whether the value of the copyright was much affected by the publication on one day of a colourable imitation in an ephemeral form, he awarded only £5 under s. 6.

These are two decisions for which publishers, authors and artists of all kinds will be grateful, as in a business sense there is no doubt that the two classes of damage are in a great number of cases quite distinct and it would be a manifest hardship if they could only be recovered in the alternative.

Public Order in London.

I.

THE recent case of *Ankers* v. *Bartlett* [1935] W.N. 197; 79 SOL. J. 988, draws attention to the statute law relating to public order in the Metropolitan Police District. The case came before the Divisional Court on a point arising out of the Metropolitan Police Act, 1839, an Act "for improving the Police in and near the Metropolis," passed ten years after Peel's more famous Police Act.

By s. 44 it is enacted as follows:—

> "And whereas it is expedient that the provisions made by law for preventing disorderly conduct in the houses of licensed victuallers be extended to other houses of public resort . . . be it enacted, That every person who shall have or keep any house, shop, room, or place of public resort within the Metropolitan Police District wherein provisions, liquors or refreshments of any kind shall be sold or consumed (whether the same shall be kept or retailed therein or procured elsewhere) . . . and who shall . . . knowingly suffer any unlawful games or any gaming whatsoever therein . . . shall . . . be liable to a penalty."

It appeared that Mr. Ankers, the defendant, kept premises at Staines wherein refreshments were sold or consumed within the meaning of the section. On the premises he had an automatic machine. One put twopence into this machine, and a small crane descended inside it among a variety of such articles as electric torches and ash-trays. The crane was fitted with a miniature grappling iron; if the grappling iron caught any article and held it, the person operating the machine got the article. Otherwise he lost his twopence. It was possible to control the movements of the crane to a certain extent by moving a lever at the side of the machine.

The Petty Sessions convicted Mr. Ankers under s. 44. On appeal to Quarter Sessions, the court addressed itself to the question whether the machine was "*an unlawful game*" within the section. To decide this point it was necessary to consider whether skill was involved in operating the machine; for a machine of this sort distributing prizes without any exercise of skill on the part of the operator would be an unlawful game. Quarter Sessions decided that skill was necessary, and that therefore the machine was not an unlawful game. On this footing they quashed the conviction. The case then went up to the Divisional Court. In his judgment there the Lord Chief Justice pointed out that Quarter Sessions had considered the wrong question; the problem was not whether the machine was an *unlawful* game, but whether it was within the words "*any gaming whatsoever.*" Now, it had long since been laid down that "playing any game for money" is gaming. The case was therefore sent back to Quarter Sessions with a direction to consider the right question.

On the wording of the section the Divisional Court obviously had no option but to find as it did. But its decision invites our notice to the true scope of this little-known provision. An offence is committed by any person who keeps any "house, shop, room, or place of public resort" within the Metropolitan Police District, where provisions, liquors or refreshments of any kind are sold or consumed, if he allows any game whatever to be played on those premises for money. It is all one whether the food is bought there or brought in a bag. It is all one whether the game be played for money or food or drink; for the courts could not distinguish in this sort of context between money and money's worth. It is all one whether the game be of skill or chance, whist or crown and anchor, roulette or chess.

Every public-house keeper in the Metropolitan Police district almost certainly commits this offence every day; for there are the darts board and the shove-halfpenny board, and those games are not played for love. Many keepers of City restaurants where dominoes are played must also be liable to a penalty. In recent years there have grown up all over London saloons entirely devoted to the playing of games with automatic machines, and similar contraptions. If a client comes into one of these places with a bag of buns, or even sweets, and is allowed by the proprietor to eat them there, the proprietor of the saloon commits an offence; for these machines are almost always "gaming" (though not necessarily *unlawful* gaming) and the section expressly provides that it shall be immaterial whether the food is bought on the premises or procured elsewhere.

Such cases are obvious; the ingenious could think of many more under the same section. Surely this enactment stands in need of some reconsideration by Parliament. Doubtless many of its provisions are usually dead letters in practice. But, as Mr. Ankers found to his cost, dead letters can easily be revived. If anyone chooses to set the law in motion, the courts will have no choice but to enforce the statute. Since the war we have been in the habit of abusing "D.O.R.A." for restraints upon our liberty. The Londoner has forgotten that he lives also under the no gentler dispensation of the Metropolitan Police Act, 1839. One must suppose this Act to have been salutary and necessary when it was new. But such a statement can be no defence for the continuance of such parts of it as have outlived their usefulness. We have drawn attention to one of the more surprising features of the Act; in a subsequent article we shall attempt to point out several more.

Mr. Arthur Allman Tilleard, retired solicitor, of Torcross, Kingsbridge, left £21,467, with net personalty £19,795.

Company Law and Practice.

Companies Licensed to Dispense with "Limited" in their Names.

It will be remembered that the first requirement of the 1929 Act as to a company's name is made by s. 2, which deals with the details that must be inserted in the memorandum of association. Sub-section (1) provides that the memorandum of every company must state (*a*) the name of the company, with "limited" as the last word of the name in the case of a company limited by shares or by guarantee. But the Act provides also for certain cases where the word "limited" as part of the company's name may be dispensed with, subject to the fulfilment of the conditions there laid down.

The material section is s. 18, sub-s. (1) of which enacts that where it is proved to the satisfaction of the Board of Trade that an association about to be formed as a limited company is to be formed for promoting commerce, art, science, religion, charity, or any other useful object, and intends to apply its profits, if any, or other income in promoting its objects, and to prohibit the payment of any dividend to its members, the board may by licence direct that the association may be registered as a company with limited liability, without the addition of the word "limited" to its name, and the association may be registered accordingly. A licence by the Board of Trade under the section may (by virtue of sub-s. (2)) be granted on such conditions and subject to such regulations as the board think fit, and those conditions and regulations are to be binding on the association, and, if the board so direct, are to be inserted in the memorandum and articles, or in one of those documents. Upon its registration, the association may enjoy all the privileges of limited companies, and it is to be subject to all their obligations, except those of using the word "limited" as any part of its name, and of publishing its name, and of sending lists of members to the registrar. This reference to the publishing of its name is a reference to s. 93, whereby every company must paint or fix, and continue so to do, its name on the outside of every office or place in which its business is carried on, in a conspicuous position, and in letters easily legible: must have its name engraved in legible characters upon its seal; and must have its name mentioned in legible characters in all notices, advertisements and other official publications of the company, and in all bills of exchange, promissory notes, endorsements, cheques and orders for money or goods purporting to be signed by or on behalf of the company, and in all bills of parcels, invoices, receipts and letters of credit of the company. The lists to be sent to the registrar, and which are mentioned in s. 18 (2), are dealt with by ss. 108 and 110; and I will now do no more than refer my readers to them for their contents.

Before we pass from s. 18 to a consideration of the points which arise on it, we should observe that, by sub-s. (4), a licence under the section may at any time be revoked by the Board of Trade, and upon revocation the registrar must enter the word "limited" at the end of the name of the association upon the register, and the association is to cease to enjoy the exemptions and privileges conferred by the section; but, be it noted, before a licence is so revoked, the Board must give the association notice in writing of their intention, and must afford the association an opportunity of being heard in opposition to the revocation. Special provision is made by s. 18 (5) for this notice of revocation in the case of an association of which the name contains the words "chamber of commerce"; but the limitations of space preclude me from doing more than mentioning thus the existence of this provision.

There is one important point on s. 18 (1) which deserves our consideration: that is whether the constitution of an association that aspires to bring itself within the section must adopt the promotion of art or religion (or whatever its particular bent may be) as its exclusive object, or as its main and chief object. The true view would appear to be that the promotion of the "useful object" need not of necessity be the exclusive object of the association, but it must be its principal or main object. This position is clarified when we consider the decision of *In the Matter of Duty on the Estate of the Institution of Civil Engineers*, 20 Q.B.D. 621. The question there was whether the property of the institution was entitled to the benefit of the exemption to s. 11 of the Customs and Inland Revenue Act, 1885, whereby a duty was imposed on the annual value, income or profits of property belonging to any body corporate or unincorporate; to come within the exemption, the court had to be satisfied that the property in question was property which, or the income or profits thereof, was legally appropriated and applied for the promotion of science. A large proportion of the report concerns itself with setting out, in considerable detail, the constitution and objects of the company; but a sufficient summary for our purposes of those objects is contained in these words, extracted from its charter: "The general advancement of mechanical science, and more particularly for promoting the acquisition of that species of knowledge which constitutes the profession of a civil engineer, being the art of directing the great sources of power in nature for the use and convenience of man." The Court of Appeal decided (Lopes, L.J., dissenting) that the property of the institution was entitled to the benefit of the exemption, as being property appropriated and applied for the promotion of science; and the test of exemption or non-exemption was well stated by Lopes, L.J. (and on this point he was not at variance with the remainder of the court) at p. 633, thus: "If the primary and direct object for which the institution exists is the promotion of science, it is within the exemption, and the fact that it indirectly and subordinately promotes the advancement of a particular class will not deprive it of the protection of the exemption. If, on the other hand, the primary and direct object of the institution is the advancement of its members in a particular profession so as to enable them with most success to practise their profession in a particular branch of science (such advancement of its members being the primary and direct, and the promotion of science the secondary and subordinate object), it is not within the exemption." This decision was affirmed by the House of Lords (Lord Halsbury dissenting) under the title of *The Commissioners of Inland Revenue* v. *James Forrest* (*Secretary of the Institution of Civil Engineers*), 15 A.C. 334; and this latter case was applied in *Institution of Civil Engineers* v. *Commissioners of Inland Revenue* [1932] 1 K.B. 149, where the institution was held to be "a body of persons . . . established for charitable purposes only," and was therefore exempt from income tax under s. 37 (1) (*b*) of the Income Tax Act, 1918. The judgments in this last-mentioned case are most instructive, and by applying the decision in *Commissioners of Inland Revenue* v. *James Forrest*, *supra*, it would seem that any doubts that may have been created on the question by two majority decisions—one of the Court of Appeal, the other of the House of Lords—have been effectively removed, and it is submitted that the test which emerges therefrom is applicable to the question whether the objects and nature of an association are such as to permit of its coming within the ambit of s. 18.

It will have been observed that s. 18 (2) provides for the granting of the licence by the Board "on such conditions and subject to such regulations" as the Board may think fit. An example of such conditions is given by the case of *In re Society for Promoting Employment of Women* [1927] W.N. 145, where the Board's permission for the society to dispense with the use of the word "Limited" as part of its name was granted on condition that paragraph 4 of its memorandum formed part of the memorandum, paragraph 4 itself providing that the income of the society should be applied solely towards the promotion of the objects of the society as set forth in its memorandum. It appears further from this decision that such conditions and regulations, when incorporated in the memorandum cannot be altered by the court; but the Scottish case of

The Incorporated Glasgow Dental Hospital v. *The Lord Advocate* (*as representing the Board of Trade*) [1927] S.C. 400, would appear to support the contrary view. The former decision was distinguished, and the latter followed and approved, by the Court of Appeal in *In re Scientific Poultry Breeders' Association Limited* [1933] 1 Ch. 227. All three of these authorities were concerned with the question whether the alteration to the memorandum of association proposed in each case was an alteration "with respect to the objects of the company," and therefore came within the scope of the particular Act and was an alteration which the court was competent to sanction. The test, which should be applied to the point whether an alteration of the conditions and regulations subject to which the Board of Trade has given its licence may be confirmed by the court, emerges from this case of *In re Scientific Poultry Breeders' Association Limited*, and it may, I think, be formulated by saying that if those conditions and regulations, although not contained with the objects clause of the memorandum, are so associated with the objects as to cause any alterations of them to be alterations with respect to the objects of the company within s. 5 of the 1929 Act, then they may be confirmed by the court. But this submission is not, however, made without some hesitation, as the actual point has not, so far as I am aware, been definitely dealt with, and the test which I have mentioned rests really on a parity of reasoning with the questions that arose for the decision of the court.

Be that as it may, the practical method of altering the memorandum of an association to which the Board of Trade has given its consent to dispense with the word "Limited" as part of its name is shown by the case of *In re St. Hilda's Incorporated College, Cheltenham* [1901] 1 Ch. 556. The proposed alteration here was to change the name of the college to St. Hilda's Incorporated College, in order to provide for St. Hilda's Hall, Oxford, becoming a part of the undertaking of the college; there were also other consequential alterations which it is not necessary to detail here. No change was proposed of the clause in the memorandum providing that the income and property of the college was to be applied solely towards the promotion of the objects of the association, and not by way of profit to the members; this was a condition upon which the Board of Trade had granted a licence. Buckley, J., observed that the court would not sanction alterations in a memorandum subject to the approval of the Board, because the court never deals with hypothetical circumstances. The proper course is for the association to make an application in the first instance to the Board and submit to them the memorandum showing all the proposed alterations, and if the Board approve them as being consistent with the continuation of the licence, the court will then entertain the application of the association for the sanction of the court to the alterations. If this is not done, one or other of two courses are open to the court; the court must either refuse to sanction any alteration of the memorandum of association beyond that which the Board approved, or must have directed that the company should alter its name by adding to it the word "Limited."

A Conveyancer's Diary.

Annuitant refusing to claim Rebate in respect of Income Tax.

An interesting case raising rather a novel point which has not been decided before is *Re Kingcome: Hickley* v. *Kingcome* (1936), 80 Sol. J. 112. By his will, dated 30th June, 1933, a testator directed his trustees out of the income of each year from his death of certain shares in a company, to pay to his wife during her life in priority to all other annuities an annuity of £350 "clear of all death duties and income tax, and so that such duties shall be payable out of the said income and not out of capital," to begin from his death and payable in the manner therein stated. The testator then directed the payment of further annuities out of the said income. He died in February, 1934.

Tax at the rate of 4s. 6d. in the £1 was deducted from the income of the shares before it was received by the trustees.

The only income of the widow was the annuity and she had a right to claim from the Commissioners of Inland Revenue the return of the tax paid in respect of her annuity.

The widow refused to make an application for such repayment and unless she did so it transpired that the sum in the hands of the trustees was insufficient to pay the remaining annuities in full.

A summons was taken out by the trustees of the will for the decision of the court as to whether they were at liberty and ought to deduct from the payments to the widow the amount which she was from time to time entitled to claim by way of such repayment.

Bennett, J., held that the widow was a trustee of her statutory right to recover for the benefit of the estate the tax overpaid in respect of her annuity, and was bound at the request of the trustees to sign a proper application form for that purpose.

This decision was based upon that in *Re Pettitt* [1922] 2 Ch. 765.

The facts in that case were, however, somewhat different. In that case there was an annuity given free of income tax and a claim was in fact made for a repayment of the amount in excess of that for which the annuitant was liable and the amount so claimed was by arrangement and without prejudice paid to the trustees.

It was held that the residuary estate of the testator was entitled to such a proportion of the sum so repaid as the annuity bore to the total income of the annuitant.

I am not an accountant and hesitate to express any opinion upon the decision in that case. I only venture to say that I can see that there may be some falsity in it.

However that may be, it seems to me to be rather stretching the doctrine (if it can be so called) to say that an annuitant, who has received what she is entitled to and does not see fit to claim any rebate, should be obliged to make such a claim for the benefit of others. If the legislature had intended, in such a case, that the trustees on behalf of the persons beneficially entitled to the residuary estate (or the residue of the income of the fund) out of which the annuity was payable had a right to recover a rebate based upon the income of those entitled to share, as annuitants or otherwise, in the total income at their disposal, it would, doubtless, have so provided. But that has not been done. Why, therefore, should an annuitant be bound to apply for a repayment?

I confess that "neither on principle or authority" can I discover why this decision was right. I daresay that I may be mistaken—but so it is!

Trust to apply Fund for Maintenance, etc. Liability of Trustee to apply Whole Fund.

I was much interested in a decision of Eve, J., in *Re Peel: Tattersall* v. *Peel* [1936] W.N. 9. It seems, for the time being at any rate, to set at rest doubts which have frequently arisen, although I must say I have not shared those doubts.

By a deed of covenant dated in November, 1919, entered into on the occasion of the marriage of O.P. and V.I., H.P., the father of the husband, O.P., covenanted with the trustees that if O.P. should die in the lifetime of H.P., and there were any issue living of the intended marriage, he would pay to the trustees the clear yearly sum of £1,000 to be held upon trust to pay that sum to V.I. so long as she should remain the widow of O.P., and thereafter to pay or apply the same for or towards the maintenance, education or benefit of the infant children of the marriage as the trustees should think fit, and that the trustees might either themselves apply the same or

pay it to the parent or guardian of the infants without seeing to the application thereof.

There was one child of the marriage, who was an infant born in 1920.

The marriage was dissolved on the wife's petition in 1927, and in 1929 she remarried. O.P. died in 1935.

The expense of the maintenance and education of the infant had up to the time of the application to the court been borne by his mother, and it appeared that on attaining twenty-one he would succeed to a considerable fortune.

Mrs. D, the mother of the infant, applied to the trustees for the yearly payment by them of £1,000 for the maintenance and education of the infant.

The trustees contended that as the mother was in a position to maintain the infant, and in fact had done so, they were entitled in their discretion to accumulate the whole income until he attained twenty-one, and issued a summons to have the question determined.

Eve, J., held that it was not a mere power but an imperative trust to apply the whole fund for the maintenance, education and benefit of the infant, and that the trustees had no power to retain any part of the fund for the purpose of accumulating it. Such a procedure, his lordship said, would be retention, not application, and amount to a breach of trust. The learned judge added that the word "benefit" was intended to settle any doubt as to whether any particular expenditure properly came under "maintenance or education."

I wonder how often it has happened that, under a similar trust, trustees have arrogated to themselves the right to determine what sum should be expended on "maintenance or education"? I do not see that the addition of the words "or benefit" makes any material difference, except that, as the learned judge said, it made the matter perfectly clear. It would, I think, have been clear enough without those words. If the trust is to expend the money on the education and maintenance of the infant beneficiary, it is their duty to do so whether there is or is not someone else who is able and willing to shoulder that burden.

It would, of course, be different where (as is generally the case) the trustees are given a discretion to apply the whole or such part of the income as they think fit for the maintenance, education or benefit of the infant. In such cases the trustees have a discretion, and if they exercise it the court will not interfere except for the protection of the infant when the discretion has not been properly exercised. Frequently, however, in order to absolve themselves from responsibility, the trustees surrender their discretion to the court. The trustees cannot take that course when they are invested with a trust and not with a mere power.

I have known a number of cases where there has been an imperative trust such as there was in *Re Peel*, but the trustees have refused to exercise it, except in part, and caused endless family friction in consequence, and when, in fact, applications have been made to the court but not carried beyond chambers. It seems curious that there should hitherto have been no reported case on the point—but, of course, such matters are always settled with the assistance and sanction of the judge.

Landlord and Tenant Notebook.

Waiver of Stipulation in Agreement for Lease.

An intending landlord and a proposed tenant negotiate; finally all terms are agreed, except that the landlord requires to be satisfied of the tenant's suitability by references. Then the tenant, before the referees he has nominated have been consulted, calls the deal off. What is the landlord's position? Admittedly, the question is answerable by reference to a somewhat elementary rule of law; the stipulation being solely for the intending landlord's benefit, he may, if he likes, waive it, and hold the proposed tenant to his bargain.

The rule is, I take it, a corollary to the general principle that a contract is made when one party offers and the other accepts the same thing; but the position outlined above, though it must have arisen hundreds of times, does not appear to have afforded any examples. At all events, the recognised landlord and tenant text-books cite no cases, though they deal very fully with the more delicate case of waiver of forfeiture, and with that of waiver of covenant, in which cases the waverer, if I may be excused introducing a somewhat apt expression, loses his rights.

However, two vendor and purchaser cases sufficiently illustrate the working of rule and corollary. In *Hawksley* v. *Outram* [1892] 3 Ch. 359, the purchaser sought specific performance. The subject-matter of the alleged contract was a large dye works, and the vendors were four partners, of whom one, being abroad, had authorised another to act for him. A question arose whether the power of attorney covered consent to an insertion of a covenant not to carry on business under the same name, and a covenant not to set up business within a radius of fifty miles. Thereupon the plaintiff, rather than lose his bargain, offered to complete without the two covenants. At first instance, Romer, J., held that the parties were not *ad idem*, but the Court of Appeal set the verdict aside unanimously, and granted the decree. Lindley, L.J., put the point very succinctly: " . . . it is quite obvious that these two clauses are inserted simply and purely for the benefit of the purchaser, and if there is any doubt whether they are binding upon the vendors, and the purchaser waives them, what have the vendors to complain of? What conceivable difficulty remains if this is done?"

The above case was distinguished, by Kekewich, J., in *Lloyd* v. *Nowell* [1895] 2 Ch. 764, an action for specific performance brought by the vendor of a leasehold house. His written offer had said: "Subject to the preparation by my solicitor of a formal contract, I am willing to sell the house . . . for a term of . . ." and the rest of the letter set out the terms of the lease, the amount of the premium, and acknowledged the receipt of a "conditional deposit." The defendant afterwards withdrew and declined to proceed. The plaintiff declared his willingness to dispense with the formal contract, and in the action relied on *Hawksley* v. *Outram*. The learned judge observed: "There could be no doubt in that case for whose benefit the term was inserted, being a condition of the sale whereby the vendors agreed not to carry on a similar business within a certain radius. That was solely for the benefit of the purchaser and not of the vendors, and that was why the waiver was allowed. How can I conclude that 'the preparation by my solicitor and completion of a formal contract' is necessarily a term for the benefit of the vendor alone?"

It will be observed that apart from the question of construction, what is essentially a question of fact may enter into disputes of this kind. (Attempts to waive stipulations as to formal contracts have usually failed: see, e.g., *Von Hatzfeldt-Wildenburg* v. *Alexander* [1912] 1 Ch. 284.) A judge sitting as a jury might have to ask himself; is this stipulation (*a*) for the benefit of the plaintiff; (*b*) if the answer to (*a*) be "yes," is it solely for his benefit. In the case of provision for references, there can of course be no doubt that the landlord would have a full right of waiver. True, according to an article contributed to our issue of the 1st February (80 Sol. J. 85) the extent of the benefit is doubtful; but it is its nature that matters.

Matania v. *National Provincial Bank Ltd.*

This case, reported in our issue of the 8th February, 1936 (80 Sol. J. 110), illustrates the scopes of the covenant for quiet enjoyment and of the doctrine of derogation from grant. Both have been discussed from time to time in the "Notebook," but one or two comments on the new decision may be helpful. The facts were that the defendants had let the plaintiff the second

floor of a building, and had during the term carried out extensive structural alterations to the first floor. He complained of, and proved, discomfort by noise and by operations affecting the floor boards of his premises. Charles, J., found and held in the plaintiff's favour in respect of both complaints on the claim for damages for derogation from grant, the discomfort having been serious and lengthy and inconsistent with what was contemplated. The claim on the covenant succeeded as regards the floor boards only, for binding authorities have laid it down that noise, not causing tangible interference, can not (paradoxical as it may sound) constitute a breach of covenant for quiet enjoyment.

It should be observed, however, that, apart from the fact that noise, if outside the scope of the covenant, may yet constitute a derogation from grant, it is always possible for the tenant to sue the landlord in tort for nuisance. This was in fact done in the case under discussion, the claim failing on the facts only; but for an illustration of a successful action, one can refer to *Winter* v. *Baker* (1887), 3 T.L.R. 569, in which a tenant complained of the letting of adjoining land as a fair-ground and of the noise from a roundabout equipped with twenty-seven trumpets.

One passage in the learned judge's judgment is, perhaps, liable to misconstruction, namely, "To constitute a breach of covenant for quiet enjoyment there must be a tangible interference." This is so when interference with enjoyment is the grievance, as it was in the case under decision; but the covenant may be broken by notional interference with possession, e.g., refusal to withdraw a notice directing a sub-tenant to pay his rent to the superior landlord (*Edge* v. *Boileau* (1885), 16 Q.B.D. 117).

Our County Court Letter.

MOTORCYCLES AS NECESSARIES.

In *Hill* v. *Jackson*, recently heard at Buxton County Court, the claim was for £18 14s. 11d. as the cost of repairs to motorcycles, owned by the defendant, for a period of three years. The defendant pleaded infancy, but the plaintiff's case was that the work and materials were "necessaries" within the Sale of Goods Act, 1893, s. 2, viz., goods suitable to the condition of life of the defendant, and to his actual requirements at the time of sale and delivery. The defendant had admittedly ridden motorcycles from the age of fourteen, and a legacy had enabled him to start business as a motor engineer, in partnership with a brother. His Honour Judge Longson held that, in view of the social position of the defendant and his family, and the number of cars and motorcycles in their possession, the work and materials were in the category of necessaries. Judgment was given for the plaintiff for £16 16s. with costs on Scale B.

BANK DEPOSIT IN CHILD'S NAME.

In a recent case at Stratford-on-Avon County Court (*Brookes* v. *Midland Bank Limited and others*), the claim was for £100 deposited in the Henley-in-Arden branch bank in the name of the plaintiff's son, the third defendant. The plaintiff's case was that, having sold a small holding for £400, he deposited that sum in the bank, in February, 1932. At the same time he deposited £50 in the name of his son, who was born in May, 1926. In December, 1932, he deposited a further sum of £50 in his son's name, but had no recollection of signing any document, as he was ill at the time. The amounts were not meant as a present for his son, and, on separating from his wife, the plaintiff tried to transfer the deposit to Stratford-on-Avon, where he had obtained work. The defence was that the bank manager had informed the plaintiff that he would lose control of the money, if he placed it in his son's name, but the plaintiff had stated that he desired his son to have the money. The plaintiff's wife (the second defendant) stated that she was given the boy's pass-book by the plaintiff, who had said that no one could draw the money, until the boy was twenty-one, without the consent of both parents. His Honour Judge Drucquer held that the amounts were an out-and-out gift to the son. Judgment was given for the defendants, with costs.

FINGER IN RAILWAY CARRIAGE DOOR.

In *Bull* v. *Butler*, recently heard at Bournemouth County Court, the claim was for £64 18s. as damages for negligence. The case for the plaintiff (a girl aged eleven years) was that she had been travelling by train from Swanage to London. Some friends of hers got out at Bournemouth, and, while she was waving goodbye to them, the train re-started. The defendant then left one of the compartments, rushed along the corridor and got out by the door at which the plaintiff was standing. The plaintiff had partly lost her balance while the defendant was getting out and, in order to save herself, she put out her hand. Her thumb was then caught in the door, when it was slammed by the defendant. The latter was a trespasser, as his platform ticket stated that the holder was prohibited from entering trains. The defence was a denial of the trespass or alleged negligence, but His Honour Judge Hyslop Maxwell gave judgment for the plaintiff, with costs. It is to be noted that, if there had been any negligence by the railway company in permitting the defendant to trespass in the train, the company might also have been sued, as in *Metropolitan Railway Co.* v. *Jackson* (1877), 3 App. Cas. 198; 47 L.J. C.P. 303.

Obituary.

SIR ARTHUR COLEFAX, K.C.

Sir Henry Arthur Colefax, K.B.E., K.C., an eminent patent lawyer, of Essex-court, Temple, died at Chelsea, on Wednesday, 19th February, at the age of sixty-nine. He was educated at Bradford Grammar School, Strasburg University, and Merton College, Oxford, where he won a post-mastership in natural science. He was a student of Christ Church from 1891 to 1898. Called to the Bar by Lincoln's Inn in 1894, he took silk in 1912, and four years later he was made a Bencher of his Inn. In 1918 he was appointed Solicitor-General for the County Palatine of Durham, and in 1930 he was made Chancellor of the Chancery Court of the Palatine. He was created a K.B.E. in 1920.

MR. C. W. BROWN.

Mr. Charles Watson Brown, solicitor, of Surrey-street, W.C., died on Thursday, 13th February, in his sixty-eighth year. Mr. Brown was admitted a solicitor in 1891.

MR. R. P. CLAYTON.

Mr. Ronald Percy Clayton, retired solicitor, of Liverpool, died on Thursday, 6th February, at the age of sixty-five. Mr. Clayton, who was admitted a solicitor in 1896, was formerly a partner in the firm of Messrs. Collins, Robinson and Co., of Liverpool. He was a member of the Liverpool City Council from 1927 until 1935.

MR. G. S. LAWSON.

Mr. George S. Lawson, solicitor, of Sunderland, died at Sunderland on Thursday, 20th February. Mr. Lawson, who was admitted a solicitor in 1890, was Mayor of Sunderland in 1922 and 1923.

MR. J. J. PRITCHARD.

Mr. John James Pritchard, solicitor, partner in the firm of Messrs. T. W. Walthall & Pritchard, of Birmingham, died on Thursday, 6th February, at the age of seventy-four. Mr. Pritchard was admitted a solicitor in 1907.

MR. S. SHEA.

Alderman Sidney Shea, solicitor, senior partner in the firm of Messrs. Walter Hills, Shea & Girling, of Margate, died recently at the age of sixty-seven. Mr. Shea, who was admitted a solicitor in 1891, was Registrar and High Bailiff of the Margate and Ramsgate County Courts and District Registrar of the High Court at Ramsgate.

MR. E. E. SMITH-WOOD.

Mr. Ernest Edmund Smith-Wood, retired solicitor, of Winchcomb, died on Wednesday, 12th February, at the age of sixty-five. Mr. Smith-Wood, who was admitted a solicitor in 1893, was Clerk to the Winchcomb Bench of Magistrates and Clerk to the Income Tax Commissioners. He was also Registrar of the Winchcomb County Court.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Infants' Contracts.

Sir,—Of recent years the law has been undergoing changes in order to bring it into conformity with every-day requirements, but in this process of reformation the position of infants has been disregarded.

The profession is well aware of the basic principles which affect the contracts of infants and render them either void, voidable or binding. It is well known that contracts for necessaries, provided it is established that they are necessaries, are legally enforceable but there still remains the anachronism affecting the position of an infant who carries on business and who, according to the present state of the law, cannot be sued on contracts resulting from such carrying on of a trade or business.

Is it not time that this immunity afforded to an infant trader should be altered and that such contracts be placed upon the same footing as contracts for necessaries? Surely it is quite conceivable that if an infant be allowed to carry on a trade or business, then whatever may be required for the operation of that business should be regarded as a necessity strengthened by the assumption that the occupation is carried on by the infant in such cases for his own support.

Bigg Market, S. MICKLER.
Newcastle-upon-Tyne.

Reviews.

Imprisonment by Justices for Non-payment of Money. By WALLACE THODAY, LL.B., Clerk to The Lord Mayor, London. 1936. Crown 8vo. pp. xii and (with Index) 174. London: Butterworth & Co. (Publishers), Ltd.; Shaw and Sons, Ltd. 12s. 6d. net.

The author, who was a member of the Home Office Departmental Committee on Imprisonment by Courts of Summary Jurisdiction in default of payment of fines and other sums of money, is to be congratulated on the production of this useful book which contains a good deal more information than its modest proportions might at first suggest. The subject of imprisonment for debt, the defects of the law in relation thereto and the appointment and findings of the Departmental Committee form a fitting introduction to the Money Payments (Justices' Procedure) Act, 1935, the text of which is accompanied by useful notes. A further section of the work is concerned with the civil debt procedure involving a form of imprisonment for non-payment of money not affected by the new Act, while relevant portions of a number of statutes, the Summary Jurisdiction Rules, 1935, and the Home Office Circular and Memorandum relating to the Money Payments (Justices' Procedure) Act are set out in an appendix. The book may be recommended with confidence to those upon whom the duty of giving effect to the provisions of the new Act will devolve and to others who concern themselves with the question of imprisonment for non-payment of money as a social problem.

Books Received.

Ultra Vires in its relation to Local Authorities. By DAVID J. BEATTIE, LL.M. (Vict.), Solicitor of the Supreme Court. Assistant Solicitor to the Beckenham Corporation. 1936. Demy 8vo. pp. xxxix and (with Index) 323. London, Liverpool, Birmingham and Glasgow: The Solicitors' Law Stationery Society, Ltd. 25s. net.

The Law of Nations. By J. L. BRIERLY. Second edition, 1936. Crown 8vo. pp. viii and (with Index) 271. London: Humphrey Milford, Oxford University Press. 5s. net.

Report of the Fifty-eighth Annual Meeting of American Bar Association, 1935. Baltimore: The Lord Baltimore Press.

Questions in Mercantile Law. By W. J. WESTON, M.A., B.Sc., of Gray's Inn, Barrister-at-Law. 1936. Demy 8vo. pp. vii and 94. London: Sir Isaac Pitman & Sons, Ltd. 2s. 6d. net.

Trust Accountancy. By CHARLES A. SCOTT, C.A. 1936. Royal 8vo. pp. vi and (with Index) 159. Edinburgh and London: Oliver & Boyd, Ltd. 10s. 6d. net.

Judgment Summonses in the High Court of Justice in Bankruptcy. By C. W. CHANDLER, Barrister-at-Law, of the High Court of Justice, in Bankruptcy. 1936. Demy 8vo. pp. xi and (with Index) 108. London, Liverpool, Birmingham and Glasgow: The Solicitors' Law Stationery Society, Ltd. 7s. 6d. net.

Schedule "A" Tax: Its Assessment and Collection. By DONALD L. FORBES, Chartered Accountant. 1936. Demy 8vo. pp. (with Index) 42. London: Gee & Co. (Publishers) Ltd. 3s. 6d. net.

The Law Finder. Third Edition. 1936. Demy 8vo. pp. 162. London: Sweet & Maxwell, Ltd. 2s. 6d. net.

Here may a young man see how he should speak subtly in Court. Translated from a Thirteenth or Fourteenth Century Manuscript by HELEN M. BRIGGS. 1936. Demy 4to. pp. ix and 14. London: Sweet & Maxwell, Ltd. 2s. 6d. net.

The Law of Property Acts, 1925. By ALFRED F. TOPHAM, LL.M., one of His Majesty's Counsel. 1936. Demy 8vo. pp. xii and (with Index) 159. London, Liverpool and Birmingham: The Solicitors' Law Stationery Society, Ltd. 7s. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London, Liverpool and Birmingham.]

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To-day and Yesterday.

LEGAL CALENDAR.

24 FEBRUARY.—On the 24th February, 1824, Mr. Serjeant Vaughan succeeded Mr. Baron Graham in the Court of Exchequer.

25 FEBRUARY.—Information having been laid before the magistrate sitting at the Litchfield Street Court that a combination had taken place among the journeymen shoemakers for raising their wages 1s. on the making of each pair of boots, he issued 170 warrants for the arrest of the men concerned. On the 25th February, 1792, twenty-one of them were brought up to be dealt with, but a mob of 1,000 shoemakers, having assembled riotously outside, an urgent message for help was sent to St. James's Palace. The King ordered a troop of Horse Guards and a company of Foot Guards to the spot, and the mob dispersed. The prisoners were committed to Newgate for six weeks under escort.

26 FEBRUARY.—On the 26th February, 1858, Sir Frederick Thesiger received the Great Seal as Chancellor, being subsequently raised to the peerage with the title of Baron Chelmsford. When the news of his appointment was known, the uncharitable Dr. Kenealy wrote: "Thesiger is to be chucked into the post of Chancellor. It seems like a scene in a pantomime. Never before was such a man-milliner Chancellor of England, and queer will be his pranks. The wags say his title ought to be 'Baron Luck-now'." However, he showed himself perfectly competent.

27 FEBRUARY.—On the 27th February, 1830, Richard Brunsdon, a constable, was tried before Mr. Baron Bollard at Reading Assizes for killing William Rance. The dead man had failed to appear when summoned before the Sonning magistrates, and the constable, having found him in a public-house, had tried to take him into custody. Thereupon there had been a good deal of abuse and a violent scuffle. It was during a pause in the struggle that the constable flew at his adversary at a moment when he was sitting at a table and struck him four blows on the head with his staff. The man immediately "fell into a deep sleep" and soon afterwards expired. The zealous constable got two months' imprisonment for manslaughter.

28 FEBRUARY.—One of those cases which created prohibitionism was heard at Reading Assizes on the 28th February, 1862, when John Gould, a labourer, a man of unsteady and dissolute habits, was tried for the murder of his eight year old daughter. Returning home one afternoon, evidently the worse for drink, he found her there with some other children, and scolded her for not cleaning up the place. Then, having sent the others away, he cut her throat with a razor. He heard the death sentence unmoved.

29 FEBRUARY.—In *Jackson* v. *The Inhabitants of Allerdale Ward above Derwent*, heard on the 29th February, 1832, the landlord of the "Black Lion," at Whitehaven, claimed damages for injuries sustained by the violence of a riotous mob. The political parties were divided into the blues and the yellows, and the blues had arranged a dinner at the "Black Lion" on the King's birthday. An immense mob of yellows raided the house, smashed the door, broke a great deal of crockery and £50 worth of windows, and threatened to pull down the building. The jury, however, found for the defendants, holding that there was no felonious intention, but merely a wish "to annoy the party."

1 MARCH.—The 1st March, 1895, was the birthday of the Commercial Court, for on that day Mr. Justice Mathew first sat to hear summonses there. The scheme was his idea, and as long as he had charge of the special list the working was eminently successful. He swept away written pleadings, narrowed the issues to the smallest possible limits and tolerated no dilatory tactics. His judgments were "concise and terse, free from irrelevancies and digression."

THE WEEK'S PERSONALITY.

When Serjeant Vaughan, whose brother was a distinguished court physician, was appointed a Baron of the Exchequer, the wits said that he was a judge by prescription. Later, he migrated to the Common Pleas. At the Bar, he was noted for a rich coarseness, manifesting itself in a vulgarity of diction, which hit as if by intuition on the most rare and expressive words. Though no scholar, he was fond of using pretentious Latin phrases. He won his cases by sheer tenacity. "It seemed as if he had been subjected to some painful physical operation when he was compelled to give up a point." By his zeal he often forced verdicts out of juries. A contemporary wrote that it seemed as if "his confidence and unblushing boldness had always grown in proportion to the badness of his cause. I am not sure, therefore, whether he did not gain a greater number of bad causes . . . than any other advocate of his time." The pillory was said to be preferable to being browbeaten in cross-examination by Mr. Vaughan. By these methods he gained an extensive and lucrative practice, though not of the highest class of case. As a judge, he acquitted himself very creditably, much more creditably indeed than was generally expected at the time of his elevation to the bench.

GOOD DOG!

MacKinnon, J., got on very well with an extremely well-behaved Cairn terrier which recently accompanied its mistress into the witness box in his court, licked his hand and conducted itself with a decorum which recalls a contrasting story of a grotesque incident that once occurred in the court of Mr. Justice Park while a butcher was giving evidence. An indefinable sound kept interrupting the examination, and at last the judge exclaimed: "If that person again interrupts the court I will order him to be taken into custody at once. The court must be respected. There must be no more of these unmannerly noises." Despite the warning, the sounds grew to growls which were traced to a large mastiff lying in the witness box itself. "He is mine, my lord," admitted the witness. "Then, sir," said the judge, "you ought to have more respect for the court than to bring him here with you . . . You must either put him out or see that he be quiet." But the great beast growled on at a small terrier belonging to someone else in court, and Park commanded: "Officer, do your duty and take that dog out of court." Then followed a strange scene. The usher, frightened of the big dog, made for the little one. The judge told him to leave him alone, as "nothing could be more gentlemanly than his conduct." The usher in confusion turned to the big dog, but trod on the little one, which yelped long and loud. At last, both animals were ejected.

FALLACIOUS FACES.

When a landlord observed recently at Clerkenwell County Court that he judged his prospective tenants by their faces, Mr. Registrar Friend exclaimed: "Good gracious! On that basis, I and a lot of other people will have a bad time; and there are quite a number of crooks who have the faces of bishops, you know." The remark recalls the experience of a former leader of the Scottish Bar who once arrived at a toll-gate and found he had no money on him. The toll-keeper would not let him by, and at last he exclaimed indignantly: "Look in my face, sir, and say if you think I am likely to cheat you." The man looked at him steadily, and then, with a shake of his head, replied: "I'll thank you for the twopence, sir." The unprepossessing appearance of O'Brien, J., of the Irish Bench, set off by his funereal black garb, was so grim that once when he stopped to browse at a bookstall, on a walk through Edinburgh, a crowd gathered, imagining he was the public executioner who had been in town that day in a professional capacity. "Hey, mon, who'd a thocht it?" said an observer afterwards. "'Twas a volume of 'The Ettrick Shepherd' the black fellow was speerin' at, just as douce as if he'd ne'er cracked a neck!"

Notes of Cases.

Judicial Committee of the Privy Council.

Bickersteth *v.* **Shanu.**

Lord Alness, Lord Maugham, Sir Sidney Rowlatt.
30th January, 1936.

WILL — CONSTRUCTION — REAL ESTATE — DEVISE TO TESTATOR'S SON "TO TAKE EFFECT UPON . . . ATTAINING THE AGE OF TWENTY-FIVE"—TIME OF VESTING.

Appeal by G. T. Bickersteth (since deceased) and P. H. Williams, the executors and trustees of the will of Joseph Robertson Shanu, from a judgment of the full Court of the Supreme Court of Nigeria, dated the 13th March, 1933, affirming a judgment of the Divisional Court, dated the 16th May, 1932, in favour of the respondent, Shanu, a son of the testator, who, as devisee of certain real property, brought an action against the appellants for an account of the rents collected by the appellants in respect of that property, from the death of the testator on the 21st May, 1918, until the respondent attained the age of twenty-five. The material clause of the will made in March, 1930, devised the realty to the respondent, and concluded, in a separate paragraph, "These devises shall take effect upon my said son attaining the age of twenty-five years." The trial judge gave judgment in favour of the respondent, relying on the proposition that in cases of doubt there was always a presumption in favour of early vesting, and that it would be presumed that the testator intended the gift to be vested subject to being divested rather than remain in suspense. An appeal to the full Court was dismissed.

LORD MAUGHAM, giving the judgment of the Board, referred to a passage in "Theobald on Wills" (8th ed., p. 642), where it was stated that the courts did not now favour the early vesting of realty in the construction of a will. That was contrary to the opinions expressed in "Jarman on Wills" (7th ed., vol. II, p. 1330), in "Hawkins on Wills" (3rd ed., p. 282), and in Halsbury's "Laws of England" (vol. 28, p. 798). The passage generally relied on for the principle in question was taken from the unanimous opinion of the judges delivered by Best, C.J., in *Duffield* v. *Duffield*, 3 Bl. N.R. 260, p. 331. Their Lordships had not been referred to any judgment throwing doubt on the general validity of the rule, if it might be so described, in favour of early vesting laid down in that passage. The present view was perhaps more accurately expressed in the words of Warrington, L.J., in *In re Blackwell* [1926] Ch. 223, at pp. 233–234. As to the very similar question of a condition affecting an estate it had been laid down that in cases of doubt the presumption was in favour of treating it as a condition subsequent rather than as a condition precedent. The authorities were referred to in *In re Greenwood* [1903] 1 Ch. 749. Their Lordships did not doubt that the established rule in construing devises of real estate was that they were to be held to be vested unless a condition precedent to the vesting was expressed with reasonable clearness. The meaning of the present will depended on the meaning of the words "shall take effect upon my son attaining the age of twenty-five years." The words "take effect" in that connection had not apparently been made use of in any will which had come before the courts and their meaning was untouched by authority. In the present case, the devise began in the form of an absolute gift, and the doubtful phrase followed in the form of a separate clause which, according to the appellants, must be treated as cutting down the prior devise. Again, a legacy of £1,000 given to the son was to be deposited in a bank until the son attained the age of twenty-five years. That perhaps suggested that the testator's object was rather to postpone the son's enjoyment and, if possible, to prevent him from misapplying the property before he was twenty-five. On a consideration of the whole of the will and of the circumstances in which it was made, and applying the principle above referred to in relation to vesting, their Lordships were of opinion that the words "shall take effect" related to the devise taking effect in possession, and were not intended to impose a condition precedent on the devise. They would accordingly humbly advise His Majesty to affirm the judgment appealed from.

COUNSEL: *Henry Johnston*, for the appellants; *A. F. Topham*, K.C., and *Horace Freeman*, for the respondent.

SOLICITORS: *Benham, Synott & Wade; Stoneham & Sons.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law].

Court of Appeal.

Croxford and Others *v.* **Universal Insurance Co. Ltd.**

SLESSER and SCOTT, L.JJ. and EVE, J.
13th, 14th, 17th and 18th February, 1936.

INSURANCE—ROAD TRAFFIC—THIRD PARTY LIABILITY—CERTIFICATE OF INSURANCE—PROPERLY CANCELLED BY INSURERS PRIOR TO ACCIDENT—JUDGMENT AGAINST POLICY-HOLDER AFTER ROAD TRAFFIC ACT, 1934—WHETHER INSURERS LIABLE—ROAD TRAFFIC ACT, 1934 (24 & 25 GEO. 5, c. 50), s. 10.

Appeal from a decision of Horridge, J. (79 SOL. J. 559).

In June, 1934, C was killed in a motor accident. In February, 1935, in an action brought under the Fatal Accidents Act, his dependants obtained judgment for £3,000 against D in respect of alleged negligence in connection with the accident. D was insured against third party liabilities as required by s. 36 (5) of the Road Traffic Act, 1930, but in July, 1934, the insurance company, the defendants, had properly cancelled his certificate of insurance on the ground of non-disclosure of a material fact, and they repudiated liability for this reason. Horridge, J., held that by virtue of s. 10 of the Road Traffic Act, 1934, which came into force on the 1st January, 1935, they were liable to satisfy the judgment.

SLESSER, L.J., allowing the defendants' appeal, said that till 1930 there was no nexus in law between the insurance company and the plaintiff in such a case. By s. 1 of the Third Parties (Rights against Insurers) Act, 1930, third parties were given certain rights against insurers in the event of the insured's bankruptcy. Motor drivers were not bound to insure themselves till the Road Traffic Act, 1930, obliged them to insure against third-party risks. Under s. 38 of that Act, the conditions in policies which were not to exempt the company from liability to a third party, even if they were broken by the assured, were limited to cases of some specified thing being done or omitted to be done after the happening of any event giving rise to a claim under the policy. In this case, before the Act of 1934 came into operation, the company would have been justified notwithstanding s. 38 in claiming not to be liable. On the 1st January, 1935, s. 10 of the Act of 1934 came into operation. It was impossible for any purpose at all affecting the legal position of the parties to use it before that date. It dealt with the matter left out of s. 38 of the Act of 1930, taking away a further immunity from the company. If the policy covered third parties, the company might no longer be able to take the point that they could avoid the policy. Here it was argued that the judgment, having been obtained after the coming into operation of s. 10, the company could not avoid the policy. This view was only possible if s. 10 (1) was to be read without regard to the rest of the section, but it must be read as a whole. It was a serious extension of the liabilities of insurers and was carefully qualified to protect them. The words "subject to the provisions of this section" in sub-s. (1) indicated that the obligation to pay was not absolute, and sub-s. (3) must also be considered. Under the sub-section, insurers were given three months after the beginning of the proceedings to take steps to obtain a declaration that they were entitled to avoid the policy. As in this case the proceedings against the insured began in August, 1934, those

three months would expire in November. But as s. 10 was not yet in operation, there was in November no statutory means for the company to obtain a declaration. It was thus sought to impose on the company the burden of s. 10 without enabling them to avail themselves of its benefits. The appeal would be allowed.

SCOTT, L.J., and EVE, J., agreed.

COUNSEL: *Beresford*, K.C.; *Fortune*.

SOLICITORS: *A. D. Vandamm & Co.; E. Edwards & Son.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law]

In re Liddell's Settlement Trusts: Liddell *v.* Liddell.

Slesser, Romer and Greene, L.JJ.
24th and 25th February, 1936.

INFANT—TAKEN ABROAD BY MOTHER—MADE WARD OF COURT—PROCEEDINGS BY FATHER AS "NEXT FRIEND"—RETURN TO JURISDICTION ORDERED BY COURT—SEQUESTRATION OF MOTHER'S PROPERTY IN ENGLAND.

Appeals from decisions of Greaves-Lord, J., and Luxmoore, J.

In July, 1935, Mrs. L went to America with her four children and remained there. Subsequently L, their father and next friend, a British subject domiciled in England, made a settlement for their benefit, having the effect of making them wards of court. In September, Greaves-Lord, J., made an order directing the mother to bring them into the jurisdiction of the court within twenty-one days of the service of the order on her. Service was effected in New York on the 11th October. On the 27th November a writ of sequestration affecting the wife's property in England was issued. In January, 1936, Luxmoore, J., refused to discharge the writ or the order. The mother appealed.

SLESSER, L.J., dismissing the appeals, said that the children were wards of court and the court was concerned to protect them. In considering whether the order was binding on the mother, it must be remembered that she was a British subject, the wife of a British subject and domiciled within the jurisdiction. His lordship referred to *In re Busfield; Whaley* v. *Busfield*, 32 Ch. D. 123, at p. 131, and *Hope* v. *Hope*, 4 De G. M. & G. 328. Greaves-Lord, J., had full jurisdiction to make the order. The court would not assume that the mother would necessarily disobey it or the sanctions which she would suffer if she were contumacious. The appeal would be dismissed, as also the appeal against the order of Luxmoore, J.

ROMER and GREENE, L.JJ., agreed.

COUNSEL: *Archer*, K.C., and *Bathurst; Harman*, K.C., and *R. W. Turnbull*.

SOLICITORS: *Gordon, Dadds & Co.; William Charles Crocker*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Western Engraving Co. Ltd. *v.* Film Laboratories Ltd.

Slesser and Scott, L.JJ., and Eve, J. 4th February, 1936.

NUISANCE—OCCUPIERS OF UPPER AND LOWER FLOORS—ESCAPE OF WATER—FACTORY PREMISES—WHETHER NORMAL USER.

Appeal from Westminster County Court.

The plaintiffs carried on an engraving business in factory premises on the first floor of a building in Wardour-street. The defendants occupied factory premises immediately above, using them for the purpose of washing cinematograph film, this work requiring the use of a large quantity of circulating water, a boiler, a sink and several containers including carboys. The water escaped and damaged the plaintiffs' property on several occasions and the defendants in consequence put down a new floor, which did not, however, prevent further escapes. The defendants contended that there was evidence that the escapes were due to circumstances beyond their control which could not have been foreseen by reasonable diligence, that there was no evidence of negligence and that their use of the water was normal user of factory premises. The learned county court judge gave judgment for the plaintiffs for £34 16s. damages.

SLESSER, L.J., dismissing the defendants' appeal, said that it was not incumbent on the plaintiffs to show that on each separate occasion there was a specific failure to take specific precautions to prevent escapes of water. The conducting and the user of water on the defendants' premises was not for the general benefit of the plaintiffs and defendants, and a normal user for the purposes for which the land was occupied by both of them. The defendants had used the water in a particular and peculiar way for their own purposes, and the case fell within *Rylands* v. *Fletcher* L.R. 3 H.L. 330 (see L.R. 1 Ex. 265, at p. 279) and not within *Carstairs* v. *Taylor*, L.R. 6 Ex. 217; *Blake* v. *Woolf* [1898] 2 Q.B. 426; and *Rickards* v. *Lothian* [1913] A.C. 263, which dealt with exceptions to the general rule.

SCOTT, L.J., and EVE, J., agreed.

COUNSEL: *Marlowe; A. Diamond*.

SOLICITORS: *Theodore Goddard & Co.; H. E. Girling*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Bishop *v.* Deakin.

Clauson, J. 12th and 17th February, 1936.

LOCAL GOVERNMENT—BOROUGH COUNCILLOR—ELECTION—DISQUALIFICATION—IMPRISONMENT—PERIOD OF LIMITATION—LOCAL GOVERNMENT ACT, 1933 (23 & 24 Geo. 5, c. 51).

In July, 1932, the defendant was convicted of an offence and sentenced to a period of imprisonment, without the option of a fine. In November, 1934, after her release, she was elected a member of a borough council and thereafter acted as councillor. The plaintiff, a local government elector of the borough, alleged in this action that she had so acted while disqualified under s. 59 (1) of the Local Government Act, 1933. All the dates on which she was alleged in the statement of claim to have so acted were within six months before the issue of the writ, but she had first acted as councillor on one or more dates more than six months before the issue of the writ.

CLAUSON, J., in giving judgment, said that when the defendant was elected she was disqualified under s. 59 (1) (*e*) of the Act, and her office would have been declared vacant if an election petition had been presented within the period prescribed by law. Now, however, it was too late to question the validity of the election (see s. 71). But it was argued that she was also disqualified from acting as a councillor. Now, the section provided first for disqualification for election, and secondly for disqualification for being a member after election. It also provided two disqualifications, first, conviction within five years before the day of election, and secondly, conviction since election. The rule of construction *reddendo singula singulis* applying the first disqualification to the first case dealt with, and the second to the second, infringed no rule of syntax or grammar and attained the sensible result that conviction before election disqualified from election and conviction after election disqualified from continuance in office. However, assuming that this conclusion was wrong, the question arose whether an action begun more than six months after the defendant first acted would lie, and this depended on s. 84 (1). The proviso to that sub-section protected a person acting without qualification if proceedings were not brought within six months of his so acting. This must refer to the earliest date after election on which he so acted. The action must be dismissed.

COUNSEL: *E. Rimmer; W. Collard*.

SOLICITORS: *Lake & Son; W. H. Thompson*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Tarling *v.* Rome.

Atkinson, J. 16th January, 1936.

Sunday Observance — Illegal Performance — Advertisement of—Printers' Name at Foot of—Whether Evidence of Actual Printing.

Action for a penalty under the Sunday Observance Act, 1781.

The plaintiff, acting as a common informer, sued the defendant, one, C. H. Rome, for £50 as a penalty for alleged printing of an advertisement of a display of "American All-in Wrestling," to take place on Sunday, the 21st July, 1935, at the Chelsea Palace Theatre, to which display persons were to be admitted against payment of money for tickets. The defence was a plea of "Not Guilty" by statute. Counsel for the defendant took two preliminary objections under ss. 2 and 3 of the statute 21 James I. He said that s. 2 provided that the defendant should be found not guilty in default of proof that the offence was committed in the same county in which it was laid and alleged to have been committed. Section 3 provided that the informer should make oath that the offence was committed in the same county where the suit was begun. He (counsel) took the objection that those provisions had not been complied with, but he could only take the objection formally in that court, because the court was bound by the decision of *Forbes* v. *Samuel*, 29 T.L.R. 544; [1913] 3 K.B. 706.

Atkinson, J., having accordingly overruled the objection, said, in giving judgment, that the plaintiff had failed to prove his case. He had proved the existence of an advertisement at the bottom of which was the word "Rome," followed by an address. The action had not been brought against the firm of Rome. The writ had been directed against one, C. H. Rome. The only evidence, if indeed it was evidence, identifying C. H. Rome with Rome was that of one, Chapman, a solicitor's clerk, who went to 27, Great Dover-street, and saw over the door the name "H. C. Rome." That meant that H. C. Rome was carrying on business there. Chapman had asked for him. A man had appeared on whom Chapman thereupon served the writ. That man had then said: "I am only the manager." What evidence was there that C. H. Rome, to whom the writ was addressed, was carrying on the business? The only presumption was that H. C. Rome was doing so. C. H. Rome was some relation of H. C. Rome and managed the business on his behalf. His remark to Chapman was taken by him (his Lordship) to mean: "I am not Mr. Rome carrying on the business, I am only Mr. Rome acting as manager." He (his Lordship) could not possibly accept that the man sued was the person carrying on the business of Rome. Another point was that the only evidence that this advertisement had been printed by the firm of Rome was the fact that that name appeared on it. He could not see that in a quasi-criminal case the court had any right to say that, because the name of a person appeared on a document, the court ought to assume that that person was the person who printed it. It would be a dangerous doctrine that, merely because a man's name was on an advertisement as the printer, the court must assume that he was in fact the printer. There was here no evidence that Mr. Rome was the printer, except the fact that his name was on the paper. The action accordingly failed.

Counsel: *Russell Lawrence*, for the plaintiff; *Eric Sachs*, for the defendant.

Solicitors: *Lewis & Co.*: *Aukin & Co.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Mr. Robert Clayton, of Manchester, has been elected a Vice-President of the Incorporated Society of Auctioneers and Landed Property Agents. He was one of the founder members of the society, and first chairman of its Manchester branch.

Kitchener *v.* Evening Standard Co. Ltd.

Atkinson, J. 17th, 20th January, 1936.

Sunday Observance—Illegal Performances—Advertisements of—Whether Offence Committed—Tests to be Applied—Sunday Observance Act, 1781 (21 Geo. 3, c. 49), s. 1.

Action for penalties under the Sunday Observance Act, 1781. The plaintiff, acting as a common informer, claimed from the defendants £850, being £50 in respect of each of seventeen advertisements published in the *Evening Standard* on seventeen Saturdays between the 15th June and the 12th October, 1935, inclusive. The advertisements were alleged to be in contravention of s. 3 of the Act because they advertised performances of all-in wrestling which were to be held on Sundays, to which, there being no free admission, the public had to pay to go in, and which were accordingly in contravention of s. 1 of the Act.

Atkinson, J., said, with regard to certain trivial amendments which the plaintiff wished to make in his statement of claim, that in a case of this kind the judge ought to be anxious to allow amendments which were trivial and had misled no one. He would accordingly allow them. The plaintiff had acted in the public interest. If he had been led to take these proceedings by the inducements offered by the Act, that was exactly what Parliament had intended. For the defence it was argued that if admission were free, then, although a charge were made for a seat, the entertainment was not within the real scope of the Act, but that nothing would be found in these advertisements which was inconsistent with free admission. For the plaintiff it was said that it did not matter whether the exhibition advertised were given in fact or not, or whether, if it were given, there were any charge made for admission, the only question being whether the advertisement advertised a performance on a Sunday for which, according to the advertisement, people had to pay to go in. It had been said further that the advertisement must relate to an entertainment in respect of which it was intended to make a charge for admission, and that an advertisement could not be said to be a breach of s. 3 because of what was in fact done afterwards. In his (his lordship's) opinion, if that were so, an advertisement plainly unlawful according to its terms would not be a breach of s. 3 if, for instance, the police stopped the advertised performance at the last moment. He could see nothing in s. 3 to suggest that the performance must in fact take place in order that the advertisement should be in itself illegal. The only authority cited on the interpretation of s. 3 was *Williams* v. *Wright* (13 T.L.R. 551) where the concert advertised was free. But that case would not have been decided as it was if in fact there had been no free admission. It supported the third view presented—namely, that one must look at the time of the advertisement to see what was intended and in truth advertised. The promoter's intention might appear clearly from the advertisement, but the court could look at what was really done or at the words of the advertisement, or consider any other evidence. In this case, at the two performances about which evidence had been given, there had been no free admission. That proved what the promoters meant by their advertisement. Therefore, the advertisements infringed s. 3 of the Act, and the plaintiff was entitled to judgment for the full amount claimed—namely £850. He (his lordship) had no discretion what he was to award, the penalty having been incurred as a matter of law. In granting a stay of execution, his lordship said that he did not wish to be taken as expressing any view on the question of the remission of the penalty, but the plaintiff's duty was to act quickly, and he ought not to stand by while these offences were repeated week by week. There would be a stay of execution for three weeks, and if notice of appeal were entered or a petition lodged within that

time there would be a stay until either petition or appeal was disposed of.

COUNSEL: *Gerald Gardiner* and *Russell Lawrence*, for the plaintiff; *Paley Scott*, K.C., and *St. John Field*, for the defendants.

SOLICITORS: *Lewis & Co.*; *Withers & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Passmore *v.* **Vulcan Boiler and General Insurance Co. Ltd.**

du Parcq, J. 23rd January, 1936.

INSURANCE—MOTOR CAR—THIRD PARTY RISKS—CAR INSURED WHILE IN USE FOR ASSURED'S BUSINESS—ACCIDENT WHILE CAR BEING USED ALSO FOR BUSINESS OF ANOTHER PERSON—LIABILITY OF INSURERS.

Appeal, by special case stated, from an arbitrator's award.

The appellant was insured by the respondent company against accidents which might happen while she was using the insured car for the purposes of her business. In February, 1934, the appellant and a Mrs. Cooke were driving in the car when an accident happened. Both the appellant and Mrs. Cooke were representatives of a certain company and they were driving in the car on that company's business. Mrs. Cooke was driving the appellant's car at the time of the accident, which was caused by the appellant's interfering with the driving while Mrs. Cooke was at the wheel. Mrs. Cooke having brought an action against the appellant and recovered damages against her, the appellant claimed against the respondents in respect of the amount recovered, and they refused to pay. The general exceptions clause in the policy, which was one in respect of third party risks, provided that "the insurers shall not be liable in respect of (1) any accident, injury, loss, damage and/or liability caused, sustained or incurred while any motor-vehicle in respect of or in connection with which insurance is granted under this policy is (*a*) being used otherwise than in accordance with the 'Description of Use' contained in this policy." The "Description of Use" clause in the policy was as follows: "For class 3. Use for social, domestic and pleasure purposes and use for the business of the insured as stated in the schedule hereto, excluding racing, pace-making, speed-testing and the carriage of passengers for hire or reward." It was agreed that the policy came within class 3 within the "Description of Use" clause. The schedule of the policy was as follows: "Carrying on or engaged in the business or profession of representative and no other for the purposes of this insurance." It was contended for the appellant that, provided the car was at the time of the accident being used for her business, the respondents were liable, and that their liability was not affected by the fact that at the same time the car was also being used for the business of Mrs. Cooke. It was contended for the respondents that they were only liable to the appellant under the policy if at the time of the accident the business for which the car was being used was the business of the appellant, and that business alone, and that there was no liability on them if the car was being used at the time of the accident for the business of Mrs. Cooke or for her business and also for that of the appellant. The arbitrator held the business use of the car covered by the policy was the business use of the appellant only, and that the respondents were not liable if the car was being used for the business of any other person, whether or not at the same time the car was also being used for the business of the appellant.

DU PARCQ, J., said that, after careful consideration, he had come to the conclusion that the contention of the respondents was right. At the time of the accident, the car was being used for the business of Mrs. Cooke, and that business might have been of quite a different kind from that of the appellant and the position would still have been the same. Insurance companies were entitled to know exactly what business they were covering and the extent of the risk which they were undertaking. The award must be upheld.

COUNSEL: *G. J. Lynskey*, K.C., and *F. E. Pritchard*, for the appellant; *E. W. Cave*, K.C., and *Percy Butlin*, for the respondents.

SOLICITORS: *Walker, Smith & Way*, Chester: *Cobbett, Wheeler & Cobbett*, Manchester.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Collingwood *v.* **Home & Colonial Stores, Limited.**

Greaves-Lord, J.
16th, 17th, 20th and 27th January, 1936.

NUISANCE—PREMISES DAMAGED BY FIRE IN ADJOINING PREMISES—FIRE CAUSED BY FAULT IN ELECTRICAL SUPPLY—LIABILITY OF PERSON BRINGING ELECTRICITY ON TO PREMISES.

Action for damages for negligence and nuisance.

The plaintiff was the owner of a shop adjoining one belonging to the defendant company which was lighted by electricity. Fire having broken out on the defendants' premises, the plaintiff's shop was damaged by the water used to extinguish the fire. It was found as a fact that the fire originated in the basement of the defendants' shop and that it was connected with the electrical wiring, but there was no proof as to the exact way in which the fire started. *Cur. adv. vult.*

GREAVES-LORD, J., said that upon all the evidence, he was unable to find that the defendants had been guilty of any negligence. It had been argued that negligence was unnecessary and that the case came within that of *Rylands* v. *Fletcher* (1868), L.R. 3, H.L. 330, and that if electricity were brought on to premises there arose in the person bringing it an absolute duty to prevent its causing damage to his neighbour. The decision in that case had been qualified in its application. With regard to water brought on to premises in pipes, that was in an unnatural way, the Privy Council had held in *Rickards* v. *Lothian* [1913] A.C. 263, that there was no liability apart from negligence. The nuisance complained of in *Rylands* v. *Fletcher*, *supra*, consisted in originally bringing the water on to the premises without seeing that the premises were really fit to have water brought on to them in that way. In *Rickards* v. *Lothian*, *supra*, on the other hand, it was pointed out that it was by no means an unusual user of the premises to bring water upon them. There was, practically, a duty on an owner of premises to bring water upon them in pipes. In his (his lordship's) opinion, it would similarly be difficult to say that the bringing of electricity on to premises was an unusual user of them. That the provision of a proper supply of water to the various parts of a house was not only reasonable but had become, in accordance with modern sanitary views, an almost necessary feature of town life, underlay the decision in *Rickards* v. *Lothian*, *supra*, and he (his lordship) could not see any distinction between a supply of water and one of electricity. His attention had been called to *North Western Utilities Ltd.* v. *London Guarantee and Accident Co.*, 79 SOL. J. 902; [1936] A.C. 108, which referred to the accumulation of natural gas beneath the streets of a town. Although there was a suggestion that the accumulation of gas might have brought the defendants in that case within the rule in *Rylands* v. *Fletcher*, *supra*, the decision in fact depended upon the existence of negligence in the bringing of that natural gas to those premises. That case could, therefore, not be read as interfering with the clear decision in *Rickards* v. *Lothian*, *supra*, and there must be judgment for the defendants.

COUNSEL: *H. D. Samuels*, K.C., and *G. J. Paull*, for the plaintiff; *J. G. Trapnell*, K.C., and *H. G. Wilmer*, for the defendants.

SOLICITORS: *Lucien Fior*; *William Hurd & Son.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Egginton and Wife *v.* Reader and B. & A. Gowns, Ltd.

Lewis, J. 27th January, 1936.

MASTER AND SERVANT—COMMERCIAL TRAVELLER—ROAD ACCIDENT WHILE ON PRINCIPAL'S BUSINESS—NEGLIGENCE—LIABILITY OF PRINCIPAL.

Action for damages for personal injuries received in a road accident. In October, 1934, the female plaintiff was knocked down and injured by a motor car driven by Reader. The plaintiffs brought an action for damages against Reader alone in the first place. The company with which he was insured having become insolvent, the plaintiffs joined B. & A. Gowns Ltd. as defendants, alleging that Reader was their servant or agent. Reader worked as a commercial traveller for the defendant company under an oral agreement determinable by one week's notice. He received no salary, but the company paid him £1 a week towards the expense of running the car, which was his own, and a commission of 6 per cent. on his sales. He worked only for the company. When the accident occurred, Reader had in his car goods belonging to the company, which he was on his way to show to a customer. *Cur adv. vult.*

LEWIS, J., said that he had to decide whether the relationship between the company and Reader was such that the maxim "*respondeat superior*" applied. The defendant had said that he was at liberty to refuse to call on anyone whom he did not wish to call on, and that he could travel when and where he liked; and, further, that he need not have worked at all had he been so minded—though no doubt such conduct would have led to a speedy termination of his agreement. He (his lordship) proposed to apply to the facts of this case the tests laid down by McCardie, J., in *Performing Right Society, Limited* v. *Mitchell and Booker (Palais de Danse), Limited* [1924] 1 K.B. 762. After setting out the tests for determining whether a contract was one of service, McCardie, J. (at p. 771), had summed them up as follows: "In my humble opinion it is an agreement which made the band the servants of the defendants. It provides for seven hours' daily service. It uses the word 'services.' It mentions 'salary.' It mentions 'pay.' It uses the word 'employ.' It provides for a period of employment. It provides that the band shall play at any place in London where the defendants may direct. It provides that their services shall be at the exclusive disposal of the defendants." That case seemed to him (his lordship) to be the exact converse of the one now before him. He could not find that any of the tests laid down by McCardie, J., had been satisfied, and he therefore held, with some regret, that the company were not the employers of Reader in such a sense as to entitle the plaintiffs to recover damages from them for his negligence. He awarded £400 damages to the female plaintiff and £100 to her husband and there would be judgment for that amount against Reader, and judgment in favour of the company.

COUNSEL: *Anthony Marlowe*, for the plaintiffs; *Reader* appeared in person. There was no appearance by or on behalf of the company.

SOLICITORS: *Messrs. Raymonds.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Schlarb *v.* London and North Eastern Railway.

Atkinson, J. 29th January, 1936.

NEGLIGENCE—PASSENGER ON PLATFORM OF RAILWAY STATION—INADEQUATE LIGHTING—DUTY OF RAILWAY COMPANY.

Action for damages for personal injuries. At about 5.30 p.m. on the 1st January, 1934, the plaintiff was on Clapton Station, the property of the defendant company, for the purpose of catching a train. There was a thick fog and almost no visibility at the time. On her way from the ticket office to the platform, the plaintiff had to make five or six right-angled turns. She was therefore unaware which way the platform ran. The end of the stairway leading down to the platform reached the platform less than three yards from its edge and from the permanent way. The evidence on both sides established that there was no lighting which was of any use to the plaintiff when she reached the platform. Having advanced cautiously, she fell on to the railway line and received serious injuries.

ATKINSON, J., having found that the plaintiff was not guilty of contributory negligence, said that she contended that the railway company had done nothing for the safety of persons using that staircase. The defendants relied on *Brackley* v. *Midland Railway Company* (1916), 85 L.J., K.B. 1,596, as establishing a railway company's duty to passengers as that of invitor to invitee. He (his lordship) thought that *London Tilbury, and Southend Railway* v. *Paterson* (1913), 29 T.L.R. 413, was applicable. The facts there had been almost identical with those of the present case, and the House of Lords had defined with complete clarity the duty of a railway company in such circumstances. In this case the defendants had done nothing in performance of that duty. The station officials knew of the danger to persons descending the stairway, and they ought to have known that the lighting provided was not visible to those persons. No step had been taken for the plaintiff's safety. He (his lordship) found that the plaintiff had not been guilty of contributory negligence, and there must be judgment in her favour for £1,000.

COUNSEL: *Linton Thorp*, K.C., and *A. J. F. Wrottesley* (*Alban Gordon* with them), for the plaintiff; *Gerald Howard* for the defendants.

SOLICITORS: *A. Wood & Co.; I. B. Pritchard.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

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Parliamentary News.

Progress of Bills.

House of Lords.

Cornwall Electric Power Bill.
Read Second Time. [20th February.
Edinburgh Corporation Order Confirmation Bill.
Read Third Time. [25th February.
Firearms (Amendment) Bill.
Reported without Amendment. [26th February.
Gravesend and Milton Waterworks Bill.
Read Second Time. [20th February.
Great Grimsby Water Bill.
Read Second Time. [26th February.
Great Orme Tramways Bill.
Read Second Time. [20th February.
Ilfracombe Urban District Council Bill.
Read Second Time. [26th February.
Imperial Continental Gas Association Bill.
Read Second Time. [20th February.
Ministry of Health Provisional Order (Bedford Joint Hospital District) Bill.
Read First Time. [25th February.
Ministry of Health Provisional Order (Bury and District Joint Hospital District) Bill.
Read First Time. [25th February.
Ministry of Health Provisional Order (Chester and Derby) Bill.
Read First Time. [25th February.
Ministry of Health Provisional Order (Mid-Sussex Joint Hospital District) Bill.
Read First Time. [25th February.
Ministry of Health Provisional Order (North East Lindsey Joint Hospital District) Bill.
Read First Time. [25th February.
Ministry of Health Provisional Order (Saint Albans Joint Hospital District) Bill.
Read First Time. [25th February.
Ministry of Health Provisional Order (South Staffordshire Joint Smallpox Hospital District) Bill.
Read First Time. [25th February.
North Metropolitan Electric Power Supply Bill.
Read Second Time. [20th February.
Nottinghamshire and Derbyshire Traction Bill.
Read Second Time. [25th February.
Rickmansworth and Uxbridge Valley Water Bill.
Read Second Time. [20th February.
Royal National Pension Fund for Nurses Bill.
Read Second Time. [20th February.
Shops Bill.
In Committee. [25th February.
South Metropolitan Gas Bill.
Read Second Time. [26th February.
South Suburban Gas Bill.
Read Second Time. [26th February.
Swansea and District Transport Bill.
Read Second Time. [20th February.
Wrexham and East Denbighshire Water Bill.
Read Second Time. [26th February.
Yorkshire Electric Power Bill.
Read First Time. [20th February.

House of Commons.

British Shipping (Continuance of Subsidy) Bill.
Read Second Time. [20th February.
Cirencester Gas Bill.
Read Second Time. [24th February.
Electricity Supply (Meters) Bill.
Read Second Time. [25th February.
London Rating (Unoccupied Hereditaments) Bill.
Rejected. [26th February.
Milk (Extension of Temporary Provisions) Bill.
Reported, without Amendment. [25th February.
Ministry of Health Provisional Order (Bedford Joint Hospital District) Bill.
Read Third Time. [21st February.
Ministry of Health Provisional Order (Bridport Joint Hospital District) Bill.
Read First Time. [21st February.
Ministry of Health Provisional Order (Bury and District Joint Hospital District) Bill.
Read Third Time. [24th February.
Ministry of Health Provisional Order (Chester and Derby) Bill.
Read Third Time. [24th February.
Ministry of Health Provisional Order (Luton) Bill.
Read First Time. [21st February.
Ministry of Health Provisional Order (Matlock) Bill.
Read First Time. [21st February.
Ministry of Health Provisional Order (Mid-Sussex Joint Hospital District) Bill.
Read Third Time. [21st February.
Ministry of Health Provisional Order (North East Lindsey Joint Hospital District) Bill.
Read Third Time. [21st February.
Ministry of Health Provisional Order (Saint Albans Joint Hospital District) Bill.
Read Third Time. [21st February.
Ministry of Health Provisional Order (South Staffordshire Joint Small-pox Hospital District) Bill.
Read Third Time. [21st February.
Pensions (Governors of Dominions, etc.) Bill.
Read Second Time. [20th February.
Representation of the People Bill.
Withdrawn. [25th February.
Retail Meat Dealers (Sunday Closing) Bill.
Read Second Time. [21st February.
Shop (Sunday Trading Restriction) Bill.
Read Second Time. [21st February.
Thornton Cleveleys Improvement Bill.
Read Second Time. [26th February.
Unemployment Assistance (Temporary Provisions) (Extension) Bill.
Lords' Amendments agreed to. [20th February.
Voluntary Hospitals (Paying Patients) Bill.
Read First Time. [20th February.
Wolverhampton Corporation Bill.
Read Second Time. [24th February.
York Gas Bill.
Read Second Time. [20th February.

Questions to Ministers.

FINGER PRINTS (JUVENILES).

Sir ROBERT YOUNG asked the Home Secretary whether he is aware that, in certain cases, young people convicted at juvenile courts have had their finger prints taken; whether this is the general practice; for what purpose this is done; and whether he will take steps to have this practice stopped.

Sir J. SIMON: The taking of finger prints is not only of assistance for the detection of crime, but is a most valuable means of correcting mistaken identification and so establishing innocence. Finger prints can only be compulsorily taken when persons are committed to prison, but I understand that in certain cases finger prints are taken, with the individual's consent, while in police custody. I have recently asked the chief officers of police to furnish information as to the arrangements for applying this practice in the case of juveniles. [20th February.

JUDICIAL PROCEEDINGS (REGULATION OF REPORTS).

Mr. DAY asked the Home Secretary whether he will consider introducing legislation to amend the present procedure in the courts so as to provide that all evidence of a shocking or offensive character in cases of alleged murder or other serious felonies should be taken in camera.

Sir J. SIMON: No, sir. I do not consider that it would be in the public interest to amend the law in the sense suggested. If the hon. Member has in mind the control of newspaper reports, I doubt if legislative restrictions could properly go beyond the provisions on the subject in the Judicial Proceedings (Regulation of Reports) Act, 1926. [20th February.

CORONERS' COURTS.

Sir JOHN HASLAM asked the Home Secretary whether, in view of the recent case when a coroner and the coroner's jury inquiring into the death of a footballer censured the conduct of a football referee, and in view of other such cases, he will introduce legislation to prevent coroners or their juries expressing any such opinions or taking any action other than to ascertain the cause of death of the deceased.

Sir J. SIMON: The recent report of the departmental committee on coroners contains recommendations on the subject matter of my hon. Friend's question, and this report is at present under consideration. [20th February.

DEBT RECOVERY AGENTS.

Mr. HALL-CAINE asked the Attorney-General whether he is aware of the activities of debt recovery agents in threatening poor persons with regard to the consequences of not meeting accounts; and whether he will cause an inquiry to be made into the increase in the use of such agents for the collection of debts.

The SOLICITOR-GENERAL (Sir Donald Somervell): I do not think that an inquiry would serve any useful purpose. If a creditor merely threatens to enforce his legal rights, that is not unlawful, whether he employs an agent or not. The criminal law has recently been strengthened so as to prohibit dunning letters which have the appearance of having been issued under the authority of the county court. If that is the kind of offence which my hon. Friend has in mind, any particular cases of which he is aware should be brought to the attention of the police authorities or the Director of Public Prosecutions, and proper inquiry will be made. [26th February.

Societies.

The Birmingham Law Society.

The annual general meeting of the Birmingham Law Society was held at the Law Library, Birmingham, on Wednesday, 26th February, when the 115th annual report of the proceedings of the Society was presented. The report, which dealt with the year ended 31st December, 1935, may be summarised as follows:

The membership of the Society shows an increase of eight as compared with last year, the number on the register on the 31st December, 1935, being 452. This is the highest total on record and the highest for any Provincial Law Society.

The following members have died during the year: Messrs. W. Bentley, F. Dawes (of Oldbury), W. G. Luckock, S. H. Penn and R. R. C. Yates.

Alderman S. J. Grey, who served as Lord Mayor of the City of Birmingham during 1934-35, has been re-elected by the City Council as Lord Mayor during 1935-36. Mr. C. E. Woosnam was appointed Registrar of the Walsall and West Bromwich County Courts in October last. Mr. K. V. Hooper has been appointed Official Receiver for the Dudley, Stourbridge and Kidderminster area. Mr. R. A. Pinsent has continued to represent the Society on the Council of the Law Society as an extraordinary member.

The income and expenditure account shows a credit balance of £75 17s. 3d.

The ground floor and basement of the library premises are still vacant. The question of a sinking fund to cover the depreciation in the value of the new premises and to provide for the repayment of the debentures has been deferred.

Eleven thousand eight hundred and sixty-two books have been issued during the year, a considerable increase on last year's figure.

MEDALS AND PRIZES.

The Society's Gold Medal has been awarded to Mr. J. F. Gregg, articled to Mr. S. J. Grey, of Birmingham, who was placed first in the First Class Honours at the June Examination. Mr. Gregg was also awarded the Scott Scholarship, the Maurice Nordon Prize and the Clement's Inn Prize, and the award of the Gold Medal carries with it the Horton Prize. Mr. Gregg studied for four years at the Faculty of Law of the University of Birmingham.

The Bronze Medal has been awarded to M. T. Dornan, articled to Mr. C. E. Woosnam, of Birmingham, who was placed third in the First Class Honours at the June Examination, and was awarded the Clifford's Inn Prize. The Committee have awarded Mr. Dornan a prize of books to the value of £5 5s.

SOLICITORS' CLERKS' PENSION FUND.

The Solicitors' Clerks' Pension Fund was inaugurated in 1930, and copies of the memorandum were then circulated to all solicitors.

The scheme has not yet received the support it deserves, and it is hoped that the members will encourage and assist their clerks to join it.

SOLICITORS BILL 1935.

This Bill has been considered by the Committee, and their views have been communicated to The Law Society.

The Bill provides that no solicitor shall take an articled clerk until he has taken out five practising certificates, that The Law Society may ask for evidence of good character before allowing a clerk to be articled, and amends certain provisions with regard to the issuing of practising certificates and to the preliminary or other examinations.

SOLICITORS ACT, 1933.—RULES.

The Committee have considered and reported upon the draft rules made under s. 1 of the above Act, and have approved them in principle.

The draft rules aim at preventing touting, and undercutting, profit-sharing with unqualified persons and regulating work for legal aid societies.

These rules will be submitted to the Master of the Rolls for approval when finally settled by The Law Society.

SOLICITORS' BENEVOLENT ASSOCIATION.

The Committee have decided to hold a reception and dance in aid of the Association. It is hoped that this may take place on Wednesday, the 21st October, a forward date having been fixed with a view to making this, the first of its kind, an event worthy of the Society and of the object which it is wished to further.

MINIMUM SCALE COSTS.

The Committee have made enquiries of the provincial Law Societies and have obtained a copy of the minimum scales in force wherever possible. The whole question is being carefully considered by the Committee with a view to deciding whether the adoption of a minimum scale in the district is practicable and advisable.

COMPULSORY REGISTRATION OF TITLE.

In the early part of the year the Lord Chancellor informed The Law Society that he proposed making an order to extend the compulsory registration to the whole County of Middlesex, and he inqired whether The Law Society would request a public enquiry under Section 122 (3) of the Land Registration Act, 1925.

The Law Society replied that they would not ask for an enquiry, so long as it was understood that they reserved the full right to oppose any further extension of the compulsory system and that their present action was in no way an expression of opinion in favour of the extension to Middlesex.

At a meeting of the Associated Provincial Law Societies, held on 1st March, the Societies requested The Law Society to oppose any extension to the provinces of the system of compulsory registration.

POOR PERSONS PROCEDURE.

The Committee nominated under the Poor Persons Rules, 1925, have continued to carry on their work during the year.

One meeting of the full Committee was held during the year, and thirty-eight meetings of the rota members. The number of applications to the Committee was 462, an increase of twenty-three compared with last year; certificates were granted in 138 cases, as against 140 in 1934.

It would appear that the work is gradually increasing. Solicitors are now accustomed to the procedure, and cases are conducted speedily and on the whole without difficulty.

The increase in the number of divorce cases has resulted in the growth of a class of professional enquiry agent, who investigates possible cases before they reach the Committee. Many of these agents do their work well and at reasonable charges, but some regulation of their activities seems desirable.

The Committee wish to thank both branches of the profession for their generous support during the year.

The Poor Man's Lawyers' Association, which is quite independent of the Poor Persons Committee, continues to give free legal advice as heretofore to persons too poor to pay for it. The Committee and the Association work in concert the Association transmitting suitable cases to the Committee.

During the year several members have rendered valuable assistance in this work. It is understood that the need for further consultants is pressing and the Honorary Secretary of the Association, Mr. F. C. Minshull, the Council House, Birmingham, will be glad to hear from any further members or senior articled clerks willing to give their services. The Society's representatives on the Committee of the Association are Messrs. E. R. Bickley and Gardner Tyndall.

LEGAL EDUCATION.

A copy of the Report of the Birmingham Board of Legal Studies for the year ended 31st July last shows that the total number of students is 121 (compared with ninety-six in the previous year) of whom sixty-three are reading for The Law Society's Examinations.

Through the benefaction of the late Lady Barber, a Barber Chair of Jurisprudence has been established at the University of Birmingham, and after consultation with the Birmingham Advisory Board of Legal Studies the University Authorities appointed Mr. Archibald Hunter Campbell, M.A., B.C.L., Barber Professor of Jurisprudence.

Cambridge University Law Society.

An inaugural joint Moot with Oxford (Balliol College Younger Society and Christ Church Law Club) was held in the Hall of Trinity Hall, Cambridge, on Wednesday, 26th February. The court was presided over by the Attorney-General and he had on the Bench with him Professor Wingfield and Professor Goodhart, Mr. R. Y. Jennings, B.A. (Downing College, Cambridge) and Mr. A. S. Orr, B.A. (Balliol College, Oxford). The Oxford counsel were Mr. P. M. Simpson (Christ Church) and Mr. D. J. Boorstin (Balliol College). The Cambridge counsel were Mr. G. T. Hesketh (Trinity) and Mr. R. L. Miall (St. John's). Oxford for the appellant, Cambridge for the respondents. The following appeal was argued :—

Tuttut v. *Spy Ltd.*

The Rev. Tuttut, the Dean of Barchester, is well known through his sermons and publications as a strong opponent of games on Sunday. One Sunday he was walking home after his morning sermon when a strong wind blew his MS. notes out of his hands. He at once gave chase to them and a press photographer, who happened to be there for the purpose of taking views of the cathedral, took a snapshot of Tuttut and sent it to *The Spy*, a London paper, on whose staff he is employed. *The Spy* accurately reproduced the photograph in its next issue with the caption " The Dean of Barchester engaged in a Sunday Paper-Chase." Mr. Tuttut now brings this action against Spy Limited, the proprietors of *The Spy*, for (i) libel ; alternatively (ii) offensive invasion of his personal privacy. The defendants admit all the above facts, and plead as to libel (*a*) justification ; (*b*) that the publication was not defamatory ; (*c*) fair comment. They plead as to invasion of privacy an objection in point of law that there is no such legal wrong. At the trial, Minos, J., upheld the objection in point of law as to privacy, and the jury returned a verdict for the defendants as to libel. Minos, J., entered judgment for the defendants. The Court of Appeal affirmed his decision on both points. Mr. Tuttut now appeals to the House of Lords.

United Law Clerks' Society.

The 104th Anniversary Festival of this Society will be held on Monday, the 16th March next, and the following letter has been circulated by The Right Honourable Lord Hewart, The Lord Chief Justice of England, to a large number of members of the Profession :—

Royal Courts of Justice,
London, W.C.2.
16th February, 1936.

Dear Sir,

The Annual Dinner of The United Law Clerks' Society is to be held on Monday, the 16th March next, at the Connaught Rooms. Not many words are needed to commend the labours of this admirable organisation which, for more than a hundred years, has played the part of fairy godmother to so many of the kind helpers and friends of lawyers. It is the clerks who, as everybody knows, are the backbone of the Profession of the Law. But that undoubted fact contains no reason why they should be left behind. The United Law Clerks' Society, established in 1832, is now at one and the same time a registered friendly society, a benevolent, and a health insurance society. Its foundations are laid securely in co-operation and self-help. But the benefits which it confers, and the manifold good which it does, are by no means limited to its members and contributors. They are made to extend as far as the needs which invite them. Being honoured by a command to preside at the approaching dinner, may I ask your kind presence and support ? Or, if you cannot come, will you kindly send a donation in the enclosed envelope to the funds of the Society ? There are many for whom the prosperous continuance of the United Law Clerks' Society is a physical and material necessity. It is a moral necessity for the Profession of the Law.

Yours sincerely,
HEWART.

The Society's address is : 2, Stone-buildings, Lincoln's Inn, W.C.2.

The Union Society of London.

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, 19th February, at 8.15 p.m., the President (Mr. J. P. Winckworth) being in the chair. Dr. Oldfield proposed the motion : " That the eating of flesh food is a vulgar habit." Mr. Ryan opposed, and Mr. Oakes, Capt. Ellershaw, Mr. Brundrit, Mr. Fraser, Mr. Van Straten, Mr. Kingston, Mr. Orme and Mr. Eric Moses also spoke. Dr. Oldfield delegated his right of reply to Mr. Sandilands. Upon division the motion was lost by one vote.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 18th February (Chairman, Mr. B. W. Main), the subject for debate was " That in the interests of humanity it is desirable that voluntary euthanasia should be legalised, subject to adequate safeguards, for persons who are suffering from incurable, fatal and painful disease." Dr. C. Killick Millard (Hon. Secretary, Voluntary Euthanasia Legalisation Society) opened in the affirmative ; Mr. A. L. Ungoed-Thomas opened in the negative. The following also spoke : Messrs. G. Roberts, A. Simkins, R. Harding, R. S. W. Pollard, G. Russo, R. P. Garrett, C. O'Connor, F. Whitworth, J. R. B. Jones, A. N. Buckmaster, E. W. Huddart, R. Langley Mitchell, R. W. Rainsford Hannay, P. H. North Lewis, J. R. Campbell Carter, M. C. Batten, W. M. Pleadwell, P. W. Iliff, and Miss U. A. Hastie. The opener having replied, the motion was carried by one vote. There were twenty-six members and fourteen visitors present.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. ERNEST HANDFORTH GOODMAN ROBERTS, barrister-at-law, as Chief Justice of the High Court of Judicature at Rangoon in succession to Sir Arthur Page, who is due shortly to retire on account of his age. Mr. Roberts was called to the Bar by the Inner Temple in 1916.

The Attorney-General has appointed Mr. J. P. ASHWORTH to be Junior Counsel to the Post Office at Common Law in succession to Mr. Harold Murphy, K.C. Mr. Ashworth was called to the Bar by the Inner Temple in 1930.

The First Lord of the Admiralty, with the concurrence of the Attorney-General, has appointed Mr. O. L. BATESON to the office of Junior Counsel to the Admiralty in the Admiralty Court in the vacancy created by the appointment of Mr. G. St. C. PILCHER to be one of his Majesty's Counsel. Mr. Bateson was called to the Bar by the Inner Temple in 1925.

SENATOR MICHAEL COMYN, K.C., has been appointed a Judge of the Free State Judiciary in place of the late Judge St. Lawrence Devitt.

Flintshire County Council have appointed Mr. W. L. DACEY as Deputy Clerk and Deputy Clerk of the Peace. Mr. Dacey was admitted a solicitor in 1931.

Mr. SYDNEY JOHN THORNE, solicitor, deputy Town Clerk of Bury, has been appointed Solicitor and Clerk to the Tonbridge Urban District Council. Mr. Thorne was admitted a solicitor in 1930.

Mr. W. JONES WILLIAMS, solicitor, Brecon, has been appointed Town Clerk of Brecon. Mr. Williams was admitted a solicitor in 1912.

Mr. OLIVER THOMAS, solicitor, Port Talbot, has been appointed Town Clerk of Port Talbot in succession to Mr. Moses Thomas, J.P., who retires at the end of March. Mr. Oliver Thomas was admitted a solicitor in 1920.

Professional Announcements.

(2s. per line.)

Messrs. LAURANCE COLLINS & FEARNLEY-WHITTINGSTALL beg to give notice that from the 1st March, 1936, they will take into partnership Mr. BRIAN HENRY BLACK, solicitor, who has been associated with them for some time past. The firm's name will remain unchanged. On the 14th March, 1936, the new firm will remove to Sardinia House, 52, Lincoln's Inn-fields, W.C.2.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office : 12, Craven Park, London, N.W.10.

Notes.

A meeting of the Solicitors' Managing Clerks' Association will be held on Friday, 6th March, in the Middle Temple Hall (by kind permission of the Benchers), when Mr. G. F. Kingham will deliver a lecture on " Some Points on Bankruptcy and the effect of recent decisions thereon." The chair will be taken at 7 o'clock precisely by The Hon. Mr. Justice Clauson. Meeting ends at 8 p.m.

A sessional evening meeting of the members of the Auctioneers' and Estate Agents' Institute will be held at 29, Lincoln's Inn Fields, W.C.2, on Thursday, 5th March, at 7 p.m., when Mr. Arthur Hollis (Member of Council) will deliver a paper entitled "The Building Society Valuer: His Present and Future Problems."

The London Junior Centre of the Incorporated Society of Auctioneers and Landed Property Agents will hold a dinner and dance at the Rembrandt Hotel, S.W.7, at 7.15 for 7.30 p.m., on Friday, 6th March. Tickets, price 8s. 6d. each, are obtainable from the Hon. Secretary, Mr. G. H. Briggs, 262, Fulham-road, S.W.10, or from the Assistant Secretary of the society at headquarters.

Over forty town clerks and guests from a wide area, extending from Carlisle and Workington to Glossop, were present at the annual dinner of the North-Western Branch of the Society of Town Clerks, held at the Midland Hotel, Manchester, on Friday, 14th February. The chairman of the branch (Mr. J. H. Dickson, solicitor, Town Clerk of Chester) presided.

THE CASSEL SCHOLARSHIPS.

Sir Felix Cassel, Treasurer of Lincoln's Inn for the year 1935, has founded and provided funds for three Lincoln's Inn Scholarships. He has done this, as is stated in the preamble to the trust deed, being "desirous of commemorating the fact that he had the honour of holding the office of Treasurer of the Honourable Society of Lincoln's Inn during the Silver Jubilee year of the Senior Master of the Bench, His late Majesty King George the Fifth."

The persons to hold the said scholarships, which are "for the encouragement of the study of the Law and the advancement of legal education" will be chosen by a Selection Committee to be appointed by the Masters of the Bench of Lincoln's Inn, but any selection of a candidate is subject to confirmation by the Masters of the Bench in Council. The deed provides that "no person shall be selected as a scholar unless he is a British subject and is engaged or intends to engage in the study of the Law and unless he satisfies the Selection Committee by undertaking or otherwise that, if not already a member of Lincoln's Inn, he will become and remain one, and that he *bona fide* intends to follow actual practice at the Bar in England or the teaching of Law in a University in the United Kingdom as his profession.

The "Cassel Scholarship" is of the value of £200 a year for three years, and one appointment will normally be made annually. The trustees of the foundation are Lord Justice Romer, Mr. Justice Clauson, Mr. Justice Macnaghten and Mr. Theobald Mathew.

Applications for the first award will be considered in July of the present year.

Further information can be obtained from the Under-Treasurer, Lincoln's Inn, London, W.C.2, and applications must in the present year be received by him not later than 16th May.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT I.	GROUP I. MR. JUSTICE EVE. Witness Part II.	MR. JUSTICE BENNETT. Non-Witness
	Mr.	Mr.	Mr.	Mr.
Mar. 2	Jones	More	More	Andrews
,, 3	Ritchie	Hicks Beach	*Ritchie	More
,, 4	Blaker	Andrews	Andrews	Ritchie
,, 5	More	Jones	*More	Andrews
,, 6	Hicks Beach	Ritchie	Ritchie	More
,, 7	Andrews	Blaker	Andrews	Ritchie
	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Mar. 2	*Ritchie	*Hicks Beach	Blaker	*Jones
,, 3	*Andrews	*Blaker	Jones	Hicks Beach
,, 4	*More	*Jones	Hicks Beach	*Blaker
,, 5	Ritchie	*Hicks Beach	Blaker	Jones
,, 6	*Andrews	Blaker	Jones	*Hicks Beach
,, 7	More	Jones	Hicks Beach	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 5th March, 1936.

	Div. Months.	Middle Price 26 Feb. 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115½	3 9 3	2 19 10
Consols 2½%	JAJO	85½	2 18 6	—
War Loan 3½% 1952 or after	JD	107½	3 5 3	2 19 1
Funding 4% Loan 1960-90	MN	118⅝	3 7 4	2 18 0
Funding 3% Loan 1959-69	AO	104⅜	2 17 4	2 14 7
Victory 4% Loan Av. life 23 years	MS	115½xd	3 9 3	3 1 1
Conversion 5% Loan 1944-64	MN	121	4 2 8	1 18 8
Conversion 4½% Loan 1940-44	JJ	111½	4 0 9	2 4 8
Conversion 3½% Loan 1961 or after	AO	107⅛xd	3 5 4	3 1 9
Conversion 3% Loan 1948-53	MS	105½	2 17 1	2 10 0
Conversion 2½% Loan 1944-49	AO	101¼xd	2 9 4	2 6 5
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	379½	3 3 3	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after	JJ	87	3 3 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96	3 2 6	—
India 4½% 1950-55	MN	117	3 16 11	3 0 0
India 3½% 1931 or after	JAJO	99	3 10 8	—
India 3% 1948 or after	JAJO	85¾	3 9 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118½	3 15 11	3 8 9
Sudan 4% 1974 Red. in part after 1950	MN	115½	3 9 3	2 14 7
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 4
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 13 5
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	110	3 12 9	3 5 8
*Australia (C'mm'nw'th) 3¼% 1948-53	JD	104	3 12 1	3 7 4
Canada 4% 1953-58	MS	112	3 11 5	3 2 4
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	102	2 18 10	2 15 0
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3⅜% 1953-73	JD	109	3 4 3	2 16 6
*Victoria 3½% 1929-49	AO	102	3 8 8	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	98	3 1 3	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 14 0
Essex County 3½% 1952-72	JD	108	3 4 10	2 17 10
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96	3 2 6	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003	MS	98	3 1 3	3 1 5
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 5
†Middlesex County Council 4% 1952-72	MN	115	3 9 7	2 17 6
† Do. do. 4½% 1950-70	MN	118	3 16 3	2 19 10
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106	3 6 0	3 3 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	140½	3 11 2	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	132¼xd	3 15 6	—
Gt. Western Rly. 5% Preference	MA	120½xd	4 3 0	—
Southern Rly. 4% Debenture	JJ	115	3 9 7	—
†Southern Rly. 4% Red. Deb. 1962-67	JJ	115½	3 9 3	3 2 4
Southern Rly. 5% Guaranteed	MA	132½xd	3 15 6	—
Southern Rly. 5% Preference	MA	120½xd	4 3 0	—

*Not available to Trustees over par. †Not available to Trustees over 115
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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Tenants paying Rates (except Water Rate).

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Have received instructions to submit the undermentioned FREEHOLD Investments to AUCTION on the 6th MARCH next, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

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204, HIGH STREET, N.W.10.
25, SHREWSBURY ROAD, N.W.10.
1A, NIGHTINGALE ROAD, N.W.10.
1-3, MORDAUNT ROAD, N.W.10.
1-3, WINCHELSEA ROAD, N.W.10.
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